



Rabongo & another v Standard Chartered Bank Ltd & another (Commercial Case E021 of 2023) [2024] KEHC 7499 (KLR) (Commercial and Tax) (14 June 2024) (Ruling)

Neutral citation: [2024] KEHC 7499 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)
COMMERCIAL AND TAX
COMMERCIAL CASE E021 OF 2023**

MN MWANGI, J

JUNE 14, 2024

BETWEEN

PATRICIA MWIHAKI RABONGO APPLICANT

AND

IMPULSE PROMOTIONS LIMITED PLAINTIFF

AND

STANDARD CHARTERED BANK LTD 1ST DEFENDANT

VALLEY AUCTIONEERS 2ND DEFENDANT

RULING

1. This ruling is in respect to two applications. The first application being the Notice of Motion dated 23rd January, 2023 filed pursuant to the provisions of Sections 1A, 1B & 3A of the *Civil Procedure Act*, Sections 96(2) & 97(2) of the *Land Act*, Rule 15 of the *Auctioneer Rules*, 1997, Order 40 Rule 1 & Order 51 Rule 1 of the *Civil Procedure Rules*, 2010 and all enabling provisions of the law. The plaintiffs/applicants seek the following orders –
 - i. Spent;
 - ii. Spent;
 - iii. Spent;
 - iv. Pending the hearing and determination of the suit filed herewith, an Order of injunction be and is hereby issued restraining the 1st and 2nd defendants whether by themselves, agents, servants or otherwise howsoever from entering into, advertising, offering for sale, auctioning, selling, transferring, alienating and/or otherwise dealing with properties Land Reference



Number LR No 5986/162 measuring 0.0204 Hectares and LR No 5986/163 measuring 0.0205 Hectares, situate in Ngumba Estate, along Thika Road; and

- v. Costs of this application be provided for.
2. The application is premised on the grounds on the face of the Motion and is supported by an affidavit sworn on the same day by Patricia Mwhaki Rabongo, the 1st plaintiff herein. In opposition thereto, the defendants filed a replying affidavit sworn on 19th July, 2023 by Boniface Machuki, the 1st defendant's Manager of Legal Collections and Recoveries Department.
 3. The 2nd application is a Notice of Motion dated 14th March, 2024 brought under the provisions of Sections 1A, 1B & 3A of the *Civil Procedure Act*, Sections 96(2) & 97(2) of the *Land Act*, Rule 15 of the *Auctioneer Rules*, 1997, Order 40 Rule 1 & Order 51 Rule 1 of the Civil Procedure Rules, 2010 and all enabling provisions of the law. The plaintiffs/applicants seek the following orders -
 - i. Spent;
 - ii. Spent;
 - iii. Spent;
 - iv. Pending the inter-partes hearing and determination of the suit filed herewith, an order of status quo be and is hereby issued with respect to Properties Land Reference Number LR No 5986/162 measuring 0.0204 Hectares and LR No 5986/163 measuring 0.0205 Hectares, situate in Ngumba Estate, along Thika Road;
 - v. Pending the hearing and determination of the suit filed herewith, an order of injunction be and is hereby issued restraining the 1st and 2nd defendants whether by themselves, agents, servants or otherwise howsoever from entering into, advertising, offering for sale, auctioning, selling, transferring, alienating and/or otherwise dealing with properties Land Reference Number LR No 5986/162 measuring 0.0204 Hectares and LR No 5986/163 measuring 0.0205 Hectares, situate in Ngumba Estate, along Thika Road; and
 - vi. Costs of this application be provided for.
 4. The application is brought on the grounds on the face of it and is supported by an affidavit sworn on the same day by Patricia Mwhaki Rabongo, the 1st plaintiff herein. In opposition thereto, the defendants filed a replying affidavit sworn on 16th May 2024 by Boniface Machuki, the 1st defendant's Manager of Legal Collections and Recoveries Department.
 5. The applications herein were canvassed by way of written submissions. The defendants' submissions were filed by the law firm of K. Mwaura & Company Advocates on 20th May, 2024. The plaintiffs and/or their Counsel on record neither filed any written submissions nor made any oral submissions in Court, despite having been given an opportunity to do so on 27th July, 2023, 4th October, 2023, & 19th December, 2023.
 6. Ms. Karanja, learned Counsel for the defendants relied on the case of *Giella v Cassman Brown Case* [1973] EA 360 and submitted that the plaintiffs have at no time ever denied owing the 1st defendant the sums sought or their default in serving the financial facility advanced to the 2nd plaintiff by the 1st defendant. She further submitted that the 1st defendant has demonstrated that the plaintiffs have been issued and/or served with all the requisite statutory notices contemplated under Sections 90(2) & 96(2) of the *Land Act* and Rule 15 of the *Auctioneer Rules*, 1997, via registered post, email and even physically at the suit properties. In addition to the statutory notices, Counsel contended that on 3rd



February, 2022 and 12th September, 2022, they also sent respective notices of intention to proceed with foreclosure to the plaintiffs

7. Counsel referred to the decisions in *Josephat Mwangi Moracha & another v HFC Limited* [2021] eKLR, *Norbert Mungai Wambeti v Legacy Auctioneering Services & 2 others* [2021] eKLR, and *Nyando Enterprises Limited v Barclays Bank Kenya Limited* [2018] eKLR and argued that a chargee is not required to issue new statutory notices when exercising its power of sale, provided that the original notices were properly issued and served in accordance with the requirements of the *Land Act*. She stated that prior to the intended auctions of 25th January, 2023 and 14th March, 2024 respectively, the 1st defendant procured current Valuation Reports of the suit properties as evidenced by the Valuation Report dated 15th February, 2022 by Joe Musyoki Consultants and the Valuation Report by Accurate Valuers Limited dated 15th February, 2024.
8. Ms Karanja asserted that the suit properties were properly, rightfully and legally entitled to be sold in the auctions scheduled for 25th January, 2023 (now past) and 14th March, 2024 (now past). In addition, the intended auction sale was procedural and in total compliance with the law, and in any event, no fraud has been pleaded and/or proved in relation to the said auctions to warrant this Court to grant the orders sought in the applications herein. In light of the above, Counsel for the defendants submitted that the plaintiffs have not established a prima facie case.
9. Counsel referred to the case of *Motors (K) Ltd v Kenya Commercial Bank Ltd* [2014] eKLR and stated that the plaintiffs shall not suffer any irreparable injury if the orders sought are not granted. She took the position that in the event the instant applications are allowed, the 1st defendant shall suffer irreparable injury since it will be left with a loan that continues to grow in the absence of repayment by the plaintiffs, with the risk that said loan will exceed the value of the suit properties, thus the 1st defendant will not be able to recover the sums due from the plaintiffs. She stated that in the said circumstances, the balance of convenience tilts in favour of the 1st defendant

Analysis And Determination.

10. I have considered the applications filed herein, the grounds on the face of the Motions and the affidavits filed in support thereof. I have also considered the replying affidavits by the defendants alongside the written submissions by Counsel for the defendants. The issue that arises for determination is whether an order for temporary injunction should issue against the defendants.

Application dated 23rd January 2023.

11. In the plaintiffs' affidavit in support of the application dated 23rd January, 2023 sworn by Patricia Mwhaki Rabongo, she deposed that she is the legal and registered owner of properties LR No 5986/162 measuring 0.0204 Hectares and LR No 5986/163 measuring 0.0205 Hectares located behind Garden City Mall along Thika Road, where she has built a six-storey apartment with over twenty tenants who reside therein with their families.
12. She averred that there exists a facility between the 2nd plaintiff as the chargor and the 1st defendant as chargee for the sum of Kshs.17,032,710.00, and the 1st plaintiff is a guarantor of the said facility which has been secured by a charge over the suit properties in favour of the 1st defendant. She further averred that the 2nd defendant had advertised a scheduled sale of the suit properties by a public auction that was to be held on 25th January, 2023.
13. She stated that she sought clarification from the 1st defendant on what was the basis of the said sale was, but the 1st defendant did offer any explanation or clarification and also declined to furnish her with a



- Valuation Report of the suit properties. She further stated that the intended sale was illegal, null and void ab initio since a guarantee constitutes a separate contract from the borrower's simple contract for the loan, thus the liability of a guarantor arises upon the default by the borrower to fulfill the terms of the contract for the loan advanced.
14. The 1st plaintiff deposed that the 1st defendant had instructed the 2nd defendant to advertise the suit property for sale without first establishing default by the borrower, serving the plaintiffs with the statutory 90 days' demand notice and issuing them with the mandatory 40 days' notice to sell as required by Section 96(2) of the *Land Act*. Further, that the 2nd defendant did not serve the plaintiffs with a 45 days' redemption notice and a 15 days' notification of sale as provided for under Rule 15 of the *Auctioneers Rules*, 1997 before advertising the suit properties for sale by public auction.
 15. She contended that in view of the foregoing, the defendants' conduct aforesaid is oppressive and is not in accordance with the recognized principles of law on the exercise of a chargee's statutory power of sale, thus the defendants ought to be restrained in the manner sought. It was stated by the 1st plaintiff that if the order sought is not granted, this suit will be rendered nugatory and she will suffer substantial irreparable loss as she will be robbed of her investment in the suit properties through an unlawful process.
 16. The defendants in their replying affidavit sworn by Boniface Machuki deposed that since March 2016, the plaintiffs have been enjoying banking facilities extended to them by the 1st defendant. That sometime in November 2018, the plaintiffs approached the 1st defendant for a term loan which comprised a restructure of the existing loan balance.
 17. He averred that the 1st defendant acceded to the plaintiff's request and offered the 2nd plaintiff a term loan of Kshs. 17,032,710.00 on 21st November, 2018. He further averred that it was a term of the offer letter that the aforesaid loan would be repaid by the 2nd plaintiff making 125 equal monthly instalments of Kshs.250,000/=, with the instalments being revisable from time to time to an amount sufficient to cover the principal amount plus interest accruing at the prevailing interest rate until the facility was fully repaid. It was also agreed that the said loan would be secured by a charge dated 18th June, 2019 created by the 1st plaintiff in favour of the 1st defendant over L.R. Nos. 5986/162 and 5986/163 for the sum of Kshs.16,767,000.00.
 18. Mr. Machuki stated that by creating the aforesaid charge, the 1st plaintiff became a chargor with distinct obligations under the law hence she is not just a guarantor. He further stated that despite the fact that the plaintiffs bound themselves to service the financial facility advanced to the 2nd plaintiff by the defendant, they have stopped and/or defaulted in their obligations to do so since sometime in February 2020, and to date continue to default.
 19. The 1st defendant contended that the plaintiffs have always been notified of the 2nd plaintiff's loan balance and its indebtedness as is evident by the various emails exchanged between the plaintiffs and the 1st defendant and from the many proposal plans made by the plaintiffs, and at no time have the plaintiffs ever denied owing the 1st defendant the sums sought. Mr. Machuki asserted that as a result of the plaintiffs' default, the 1st defendant instructed its Advocates on record to commence the foreclosure process in respect of the suit properties by issuance of the legally required statutory notices.
 20. That the plaintiffs were issued with a demand letter dated 20th November, 2020, which was followed by a 90 days' statutory notice which was issued on 17th December, 2020, then a 40 days' notice to sell which was issued on 10th June, 2022. Thereafter, the 2nd defendant served the plaintiffs with an Auctioneer's 45 days' notice to redeem and notification of sale dated 27th October, 2022 on 1st November, 2022. It was stated by Mr. Machuki that service of the aforesaid notices was effected via registered post to the



plaintiffs and the 1st plaintiff's spouse postal addresses as set out in the charge as can be seen from the registered post receipts, and also to the plaintiffs' respective email addresses. It was stated that some of the notices were also physically served at the suit premises via affixation.

21. Mr. Machuki deposed that out of courtesy, they served the plaintiffs with notices of intention to proceed with foreclosure through their respective email addresses on 3rd February, 2022 and 12th September, 2022. The 1st defendant asserted that the plaintiffs were duly served with all the requisite statutory notices as contemplated by the law. He averred that despite service of the aforesaid notices, the plaintiffs still failed to rectify the default hence the suit properties were duly advertised for sale on 20th December, 2022 and 3rd January 2023. Further, prior to the intended auctions, the 1st defendant procured current Valuation Reports of the suit properties.
22. It was stated by the 1st defendant that as at 20th July 2023, the 2nd plaintiff was indebted to the 1st defendant to the tune of Kshs.16,526,561.37 being the total loan due, which sum continues to accrue interest and costs.

Application dated 14th March 2024.

23. In the plaintiffs' affidavit in support of the application dated 23rd January, 2023 sworn by Patricia Mwihaki Rabongo she deposed that on 19th December, 2023 she informed this Court of ongoing negotiations with the 1st defendant to offset the outstanding facility that forms the subject matter of this suit. That the 1st defendant called the 1st plaintiff requesting for a meeting to conclude the said negotiations, but she later learnt that the 1st defendant had scheduled an auction of the suit properties scheduled to take place on 14th March, 2024.
24. She averred that she has sought from the 1st defendant clarification on the basis of the threatened sale but the 1st defendant had not only remained unresponsive, but had also declined to furnish her with a Valuation Report of the suit properties. She further averred that the intended sale is illegal as it aimed at arm twisting the plaintiffs into the negotiations with the 1st defendant.
25. The 1st plaintiff contended that the 1st defendant had instructed the 2nd defendant to advertise the suit properties for sale without first establishing default by the borrower, serving the plaintiffs with the statutory 90 days' demand notice and issuing them with the mandatory 40 days' notice to sell as required by Section 96(2) of the Land Act. Further, that the 2nd defendant did not serve the plaintiffs with a 45 days' redemption notice and a 15 days' notification of sale as provided for under Rule 15 of the Auctioneers Rules, 1997 before advertising the suit properties for sale by public auction.
26. The plaintiffs contended that if the orders sought are not granted, the 1st defendant will proceed to sell the suit properties in a clear case of wanton breach of the law and non-compliance with the mandatory provisions of Sections 90(2) & 96(2) of the Land Act, and Rule 15 of the Auctioneer Rules, 1997, thus causing the 1st plaintiff to suffer irreparable loss.
27. The defendants in their replying affidavit sworn by Boniface Machuki deposed that the interim orders in this matter automatically lapsed in accordance with the Court Order of this Court made on 19th December, 2023 that required the plaintiffs to make payment within fourteen (14) days thereof, since the plaintiffs did not comply with the said order. That the 1st defendant instructed the 2nd defendant to advertise the suit properties for sale, which advertisements were duly done on 20th February, 2024, 5th March, 2024 and 12th March, 2024.
28. He averred that in preparation of the intended auction of 14th March, 2024, the 1st defendant procured a current Valuation Report of the suit properties as evidenced by the Valuation Report dated 15th



February, 2022 by Accurate Valuers Limited. He asserted that no negotiations have been ongoing between the 1st defendant and the plaintiffs as alleged by the 1st plaintiff.

29. The 1st defendant deposed that all due process under the subject charge and under the law were adhered to by the defendants in seeking to exercise the 1st defendant's statutory power of sale over the suit properties.

Whether an order for temporary injunction should issue against the defendant.

30. Temporary injunctions are provided for under Order 40 Rule 1 of the Civil Procedure Rules, 2010 which states that -

“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.”

31. The test for granting an applicant being granted interlocutory injunction was considered by the Court in the case of *American Cyanamid Co. v Ethicom Limited* [1975] A AER 504 where three elements were noted to be of great importance namely:

- “i) i) There must be a serious/fair issue to be tried;
- ii. Damages are not an adequate remedy, and
- iii. The balance of convenience lies in favour of granting or refusing the application.”

32. From the depositions made, it is evident that the 1st defendant advanced a financial facility to the 2nd plaintiff of Kshs. 17,032,710.00 vide a letter of offer date 21st November, 2018. On perusal of the said offer letter annexed to the defendants' replying affidavit to the application dated 23rd January, 2023, I note that the said facility was to be repaid by the 2nd plaintiff making 125 equal monthly instalments of Kshs.250,000.00, and it was secured by a charge dated 18th June, 2019 created by the 1st plaintiff in favour of the 1st defendant over L.R. Nos. 5986/162 and 5986/163 for Kshs.16,767,000.00. The 1st defendant averred that in an unfortunate turn of events, the 2nd plaintiff started defaulting in its loan repayment obligations sometime in February 2020, resulting in the accumulation of interest and penalties.

33. On perusal of the 2nd plaintiff's statement of account annexed to the 1st defendant's replying affidavit to the application dated 23rd January, 2023, it is manifest that in some instances, the 2nd plaintiff was not paying the full monthly instalments, but instead it was making partial payments that were spread out through the month. However, sometime in March 2020, the 2nd plaintiff started defaulting in its loan repayment obligations and would go for up to five months without regularizing payments for its loan



- account. For instance, the aforesaid statement of account reveals that the 2nd plaintiff did not pay any instalments for the months of March, April, May & June, and then made a partial payment of Kshs. 200,000/= on 1st July, 2020, which the 1st defendant credited as partial payment for the instalment that was due on 4th March, 2020.
34. It is further noted from the said statements of accounts that the last time any of the plaintiffs made a payment towards monthly instalments for the repayment of the financial facility advanced to the 2nd plaintiff by the 1st defendant was on 21st December, 2022, when the 1st defendant received Kshs.150,000.00 being partial payment for the instalment that was due on 4th May, 2022. The statement of account reveals that the outstanding debt to the 1st defendant from the plaintiffs as at 4th July, 2023 was Kshs. 16,526,561.37. The 1st defendant contended that as a result of the said default, it instructed its Advocates on record to issue the plaintiff with the statutory notices contemplated under Sections 90(2) & 96(2) of the Land Act, and Rule 15 of the Auctioneers Rules.
35. Annexed to the 1st defendant's replying affidavit to the application dated 23rd January, 2023, is a letter by the defendant's Advocates on record addressed to the 1st plaintiff and copied to the 2nd plaintiff, and the 1st plaintiff's spouse dated 17th December, 2020, on perusal of the contents of the said letter, I am satisfied that it qualifies as a notice, as contemplated by Section 90(2) of the Land Act. Annexed thereto, is also a letter by the defendant's Advocates on record addressed to the 1st plaintiff and copied to the 2nd plaintiff and the 1st plaintiff's spouse dated 10th June, 2022. On perusal of the contents of the said letter, I am satisfied that it qualifies as a notice as contemplated by Section 96(2) of the Land Act.
36. From the record, the registered post receipts and affidavit of service by Isaac O. Oichoe, a Licensed Court Process Server sworn on 8th July, 2022, all annexed to the 1st defendant's replying affidavit to the application dated 23rd January, 2023, it is evident that service of the aforesaid notices was effected through registered post to the plaintiffs' and the 1st plaintiff's spouse postal addresses as set out in the charge, and they were also affixed on the premises erected on the suit properties. This Court also notes that vide a letter dated 27th October, 2022 addressed to the plaintiffs herein, the 2nd defendant acting on the 1st defendant's instructions issued the plaintiffs with a 45 days' redemption notice of the suit properties. The plaintiffs were also issued with a notification of sale dated 27th October, 2022 by the 2nd defendant.
37. I have perused the certificate of service of S.M. Gathogo, a Licensed Auctioneer dated 3rd November, 2022 annexed to the 1st defendant's replying affidavit to the application dated 23rd January, 2023 and I note that the redemption notice and the notification of sale were served upon the plaintiffs via registered post, upon the Caretaker found at the premises, and also affixed on the said premises. The said notices were also sent to the plaintiffs through email via their respective email addresses. It was stated by the 1st defendant that out of courtesy, its Advocates on record served the plaintiffs and the 1st plaintiff's spouse with a seven (7) days' notice dated 3rd February, 2022 and a fourteen (14) days' notice dated 12th September, 2022 via their respective email addresses as can be seen from the email correspondence annexed to the 1st defendant's replying affidavit to the application dated 23rd January, 2023, but the plaintiffs still failed to rectify the default.
38. From the email correspondence between the parties herein and the submissions by the plaintiffs' Counsel on record made in this Court, I am satisfied that the plaintiffs defaulted in their loan repayment obligations to the 1st defendant. The 2nd plaintiff's loan account is not only in arrears but also the outstanding debt due to the 1st defendant from the plaintiffs has not been paid to date, and that the defendants have duly issued the plaintiffs and the 1st plaintiff's spouse with the requisite statutory



notices as contemplated under Sections 90(2) & 96(2) of the Land Act, and Rule 15 of the Auctioneers Rules.

39. It is worthy of note that before the auction that was scheduled for 25th January, 2023, this Court granted the plaintiffs an interim injunction pending the hearing of the application dated 23rd January, 2023. On 19th December, 2023, this Court extended the said orders for a period of fourteen (14) days so as to give the plaintiff time to settle the outstanding amount and directed that the said interim orders would stand vacated as on 15th day of the said order. It is not disputed that the plaintiffs did not settle the outstanding amount due to the 1st defendant within the fourteen (14) days or at all. Since the interim orders were vacated by this Court for non-compliance, the defendants were at liberty to proceed with the advertisement and sale of the suit property in a public auction without necessarily issuing the plaintiffs with fresh statutory notices. To this end, I am bound by the Court of Appeal decision in the case of Euro Bank Limited (In Liquidation) v Twictor Investments Limited & 2 others [2020] eKLR, where it was held that –

“From the record it is clear that after receiving the notice giving (whether it was for the 14 days or 90 days), the advocates on record for the mortgagor engaged counsel for the Bank with proposals on how to liquidate the loan. They did not complain at all that the notice they had been given was invalid. They actually acted on it. Following the discussions, the auctioneers were advised to hold any advertisement for the sale of the suit property. That was in November 1998. The property was not re-advertised until April 2001. The question we should be asking, in our view is whether in these circumstances, it was necessary to re-issue another statutory notice. The answer to this is in the negative as the default in payment had continued for more than 3 months following the notice in view of Section 69A(1) (a).”

40. The 1st defendant has demonstrated that it carried out valuations before advertising the suit properties for sale by public auctions that were held on 25th January, 2023 and 14th March, 2024. That is evident from the two Valuation Reports dated 15th February, 2022 prepared by Joe Musyoki Consultants and Accurate Valuers Limited, annexed to the 1st defendant’s replying affidavits in opposition to the applications herein. The Court of Appeal in the case of Mrao Ltd v. First American Bank of Kenya Ltd & 2 Others [2003] eKLR, considered what constitutes a prima facie case and held that –

“So, what is a prima facie case” I would say that in civil cases it 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 as 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 Applicant’s case upon trial. That is clearly a standard, which is higher than an arguable case.”

41. This Court’s finding is that the plaintiffs have not established a prima facie case with a probability of success to warrant being granted the orders sought herein.
42. A property offered as security becomes a commodity for sale in the event of default. See the case of Shimmers Plaza Limited v National Bank of Kenya Limited [2013] eKLR, where the Court of Appeal agreed with the High Court’s finding that damages could be adequate compensation as the appellant’s guaranteed security had been converted into a commodity for sale upon the same being charged to the respondent. In view of the foregoing, and the fact that the value of the suit properties can be easily ascertained from the Valuation Reports, the 1st defendant being a financial institution can easily compensate the plaintiffs in the event that this suit is determined in their favour.



43. In the circumstances, I am persuaded that the plaintiffs do not stand to suffer irreparable damage that cannot be adequately compensated by an award of damages, in the event the instant application is not allowed
44. The balance of convenience tilts in favour of the defendants since the plaintiffs can always be compensated by an award of damages in the event that the suit is successful.
45. In the result, the two applications herein are devoid of merit. They are hereby dismissed with costs to the defendants.

It is so ordered.

DATED, SIGNED AND DELIVERED AT NAIROBI ON THIS 14TH DAY OF JUNE 2024.

RULING DELIVERED THROUGH MICROSOFT TEAMS ONLINE PLATFORM.

NJOKI MWANGI

JUDGE

In the presence of:

No appearance for the plaintiffs/applicants

Ms Karanja for the defendants/respondents

Mr. Luyai – Court Assistant.

