



**Direct Assurance Company Limited v Kibe (Civil Appeal
315 of 2022) [2024] KEHC 8926 (KLR) (19 July 2024) (Judgment)**

Neutral citation: [2024] KEHC 8926 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT KIAMBU
CIVIL APPEAL 315 OF 2022**

RC RUTTO, J

JULY 19, 2024

BETWEEN

DIRECT ASSURANCE COMPANY LIMITED APPELLANT

AND

DANSON KARANJA KIBE RESPONDENT

*(An appeal arising from the judgment of Hon. I.F Koome delivered on 30th
November 2022 in Limuru Senior Principal Magistrate No E157 of 2022)*

JUDGMENT

Background

1. This is an appeal against the Judgment delivered in Limuru Senior Principal Magistrate Court Civil Suit No. E157 of 2022 where the court held that the respondent had proved his case, and that the appellant was liable to satisfy the judgment in SPMCC 387 of 2021.
2. The facts of the case are as contained in the plaint dated 30th March 2022 filed by the Respondent herein. The claim was for a declaration that the appellant herein, being the insurer of motor vehicle registration No. KCW 566 A, was obligated to pay the decretal amount emanating from Limuru Civil Case No 387 of 2021 Danson Karanja Kibe v Molo Group Sacco & Panij Automobile (k) Limited.
3. In response to that plaint, the defendant (appellant herein) filed a defence dated 20th April 2022 in which it denied that it was the insurer of the motor vehicle Registration No. KCW 566A and that it did not issue policy of insurance No. 00106302. It also denied being served and/or issued with a statutory notice.
4. Upon hearing the evidence tendered and submission by the respective parties, the court set out two issues for determination namely: whether the appellant (herein) had insured motor vehicle



Registration Number KCW 566A at the time of the accident; and whether it was liable to pay the decretal amount in Limuru SPMCC 387/2021.

5. In its judgment, the court held that the appellant was, the insurer of the motor vehicle KCW 566 A and that was also evident from the police abstract issued. The court also held that the appellant was liable to satisfy the judgment in SPMCC 387/2021.
6. Aggrieved by this finding, the appellant lodged this appeal seeking to set aside the judgment and dismissal of the Respondent's suit in the trial court with costs.
7. The appeal is premised on the following grounds:
 - a. That the learned magistrate erred on fact and in law in holding that the Appellant was liable to satisfy the decree obtained in Limuru Civil Case No. 387 of 2021 and ordering the Appellant to satisfy the said decree in total disregard to the provisions of section 10(1) of the Insurance (Motor Vehicle Third Party Risks) Act and under the insurance policy.
 - b. That the learned trial magistrate erred in law and on fact in holding that the Appellant's denial of liability came late and outside the statutory periods set out in the Insurance (Motor Vehicle Third Part Risks) Act.
 - c. That the learned trial magistrate erred in law and in fact in failing to appreciate or take into consideration the Appellant's submissions or at all.
 - d. That the learned trial magistrate grossly misdirected himself in ignoring the principles applicable and relevant authorities on provisions of section 10(1) of Insurance (Motor Vehicle Third Party Risks) Act cited in the written submissions presented and filed by the Appellant.
 - e. That the learned trial magistrate erred in law and on fact in wholly disregarding the evidence adduced on behalf of the Appellant.
 - f. That the learned trial magistrate consequently erred in law and in fact in awarding cost and interests thereto.
 - g. That the learned trial magistrate's judgement was rendered /delivered per incuriam.
8. From the record, on 9th May 2023 the Court directed that the appeal proceeds by way of written submissions and gave parties timelines for filing their respective submissions. Subsequently, on 4th June, 2024 this matter was placed before me for directions when counsel for the respondent confirmed that parties had filed and exchanged their submissions. Counsel sought for a judgment date and prayed that similar orders be granted in Civil Appeal No's 316 of 2023, 317 of 2023, and 318 of 2023 since they were in a series.

Appellant Submissions

9. The appellant makes reference to *Selle & Another V Associated Motor* and urges the court to exercise its duty by subjecting the whole of the evidence to a fresh and exhaustive scrutiny and make its own findings. It sets out the following issue for determination: whether the trial court misdirected, misinterpreted, ignored and disregarded the provisions of Section 10(1) of Cap 405, thus arriving at the decision that the appellant was liable to satisfy the judgment in Limuru Civil Case No. 387 of 2021.
10. It is their submission that the judgment debtors in the primary suit (Limuru SMCC 387 of 2021 Molo Group Sacco and Panij Automobile(K) Ltd) were strangers, as they were not insured and there was no policy contract between the judgement debtors and the appellant. They submit that there was no policy taken out by Molo Group Sacco & Panji Automobiles (K) Ltd.



11. They contend that the primary suit was prosecuted without the appellant or its insured knowledge as the pleadings and summons of Limuru CMCC No. 387 of 2021 were never served on its insured or the appellant.
12. It is the appellant's submission that the duty of insurers to satisfy judgments against insured person stems from Section 10(1) and (2) of the Insurance (Motor Vehicle Third Party Risks) Cap 405 which obligates insurance to indemnify/ settle decree in favour of decree holder where the judgment debtor is insured by the policy of an insurance. To support this assertion, reference is made to the case of Madison Insurance Company Limited V Augustine Kamanda Gitau (2020) e KLR.
13. Further the appellant position is that it is not liable or bound to satisfy the judgment or decree emanating from the primary suit as the said judgment was entered against entities who were not insured by the appellant contrary to the provisions of Sections 10(1) of Cap 405. That no evidence was adduced to prove that the persons against whom the judgment in the primary suit was entered, were the insured or authorized driver/agent, to occasion liability to attach onto the appellant. The appellant referred to the case of Philip Kimani Gikonyo V Gateway Insurance Company Limited (2007) eKLR.
14. The appellant allege that they were under no obligation to file a declaratory suit since the suit was not filed against the appellant's insured.
15. Further it was submitted that service of the statutory notice on the insurer does not remove the obligation on the respondent to serve pleadings on the rightful parties to make them aware of the existence of a suit filed. Statutory notice is served prior to filing of a claim hence the Civil Procedure Rules on service of summons must be complied with. Thus, the appellant argue that the insured was never sued in the primary suit and no such pleadings were served on the appellant rightful insured.
16. The appellant faulted the trial court for finding that because the statutory notice was served, then the appellant becomes automatically liable to settle a claim. The appellant submits that the respondent has no recourse in a declaratory suit, where judgment was issued against a stranger unknown to the insurer. That the beneficiary of the judgment has not been precluded from enforcing the judgment against the rightful judgment debtor namely the Molo Group & Panji Automobiles (K) Ltd.
17. According to the appellant, the court cannot rewrite contracts between parties by wrongly interpreting the pleadings, arguments, evidence and submissions of a case. To support this assertion, the appellant relied on the case of Revital Healthcare (EP2) Ltd V Barclays Bank of Kenya Ltd (2020) eKLR.
18. On the issue of costs, the appellant urged the court to find that the respondent had not established their claim against the appellant to the required standard and hence not entitled to costs in the lower court. They urged the court to allow the appeal.

Respondent submissions

19. The respondent sets out three issues for determination as follows;
 - a. Whether the appeal is fatally defective and liable for being struck out for failure to include the decree appealed from in the Record of Appeal;
 - b. Whether the trial court erred in holding that the appellant was liable to settle the decretal sum emanating from Limuru CMCC No. E386 of 2021;
 - c. Whether the appellant tendered any defence as required by section 10(1) of insurance Motor Vehicle Third Party Risks) Act Cap 405 to avoid liability.



20. On the first issue the respondent submits that the appeal is fatally defective due to the absence of a decree in the record of appeal. They assert that the decree is a primary document that must be in the record of appeal because an appeal can only be against a decree or order and not against a judgment or ruling. Consequently, they urge the court to find that the appeal is fatally defective and should be struck out in limine with costs. The respondent relies on the Court of Appeal case of Salama Beach Hotel Limited & 4 others (2016) eKLR.
21. On the second issue, the respondent submission is that for an insurer to avoid satisfying a judgment arising from a valid policy they should have obtained a declaratory order which was never obtained by the appellant.
22. They submitted that the suit originated from LIMURU SPMCC No 386 of 2021 and that the appellant was served with the statutory notice dated 22nd September 2021 as required under Cap 405 Laws of Kenya. However, despite service the appellant never entered appearance and/or filed a defence on behalf of the insured. They further submit that to date, the insurance policy has never tendered or cancelled and/or repudiated.
23. It is the respondent's further case that despite the appellant in its defence denying being the insurer of motor vehicle No. KCW 566 A, the evidence of the police officer and the occurrence book and police abstract demonstrates that the appellant was the insurer of the said motor vehicle.
24. In addition, it was submitted that, the police officer who testified, provided details of the insured as provided by the driver of the motor vehicle as well as what was captured on the motor vehicle. They stated that the original police abstract was provided evidencing that the appellant had insured motor vehicle registration No. KCW 566A vide policy No. 00106302 TPO. To support their submissions, reliance was placed on the case of Kenya Alliance Insurance Company Ltd V Thomas Ochieng Apopa (2020) eKLR and APA Insurance Company Limited V George Masele (2014) eKLR. They thus urge the court to find that the appellant was fully aware of the primary suit and the proceedings therein and has refused to settle the decretal amount.
25. The respondent urged court to take note of the appellant's conduct in the proceedings before the trial court, where he filed documents a day to the hearing of the suit purporting that their insured was one Timothy Ndogoh. They urge the court to uphold the trial court finding that the appellant did not take any steps to either respond to the statutory notice, or file the policy schedule in advance. Thus, they urged that this Court should uphold the holding that the appellant was the insured of the subject motor vehicle and that they were bound to satisfy the decretal sum therein. Reliance was placed on the cases of Blue Shield Insurance Company Ltd V Raymond Buuri Mrimberia (1998) eKLR, and Jubilee Insurance Company Ltd V Walter Tondo Soita (2021) eKLR.
26. The respondent urged the Court to find that the appellant had notice of the primary suit as evidence by the receipt of statutory notices, that the policy of insurance has never been cancelled and/or repudiated, and that the entire judgement is justified and there is no evidence to warrant setting aside.

IV. Analysis and Determination

27. I have perused the record in its totality and the submissions by both the appellant and respondent. From the submissions I note that the respondent has raised a preliminary objection asserting that the appeal is fatally defective due to failure to attach a decree in the record of appeal. Besides this, the other issue for determination is: whether the trial court erred and/or misdirected, misinterpreted, ignored and disregarded the provisions of Section 10(1) of Cap 405 thus arriving at the decision that the appellant was liable to satisfy the judgment in Limuru Civil Case No. 387 of 2021.



28. Noting the significant implication of the preliminary objection raised, it is imperative and in good order that this court first address itself on the preliminary issue: whether failure to attach a decree to the record of appeal is fatally defective as this goes to the substratum of the appeal.
29. It is the Respondent’s submission that an appeal can only be against a decree or an order and not against a judgment or a ruling. Therefore, they contend that this appeal ought to be struck out in limine for not including the decree appealed from in the record of appeal. Notably the appellant did not make any submissions on this issue as raised by the respondent.
30. A perusal of the record show that on 10th July 2023, the appellant filed its record of appeal dated 5th July 2023. Subsequently, a supplementary record of appeal dated 27th May 2024 was also filed. It is noted that in the said record of appeal, and the supplementary record of appeal, the appellant failed to attached the decree forming the basis of this appeal. It is this failure that prompted the respondent to raise the preliminary point which I address as here under.
31. In the case of Emmanuel Ngade Nyoka v Kitheka Mutisya Ngata [2017] eKLR, the Court of Appeal while addressing the ground of appeal that the mandatory requirement that a certified copy of the degree appealed from should form part of the record of appeal had not been complied with, held that;
- “According to the Judge, the record of appeal before him had a certified copy of the judgment of the trial court. Consequently, he reasoned, the record of appeal was competent notwithstanding the fact that a formal decree had not been included in the record.
- We entirely agree with the reasoning of the learned Judge on this aspect. In any event, this was a mere technicality that could not have sat well with the current constitutional dispensation that calls upon courts to go for substantive justice as opposed to technicalities. Further holding otherwise would have run counter to the overriding objective as captured in sections 1A and 1B of the *Civil Procedure Act*. Finally, one would ask what prejudice did the appellant suffer with the omission of the certified copy of the decree in the record of appeal. We do not discern any.”
32. This position by the Court of Appeal has been adopted in the case of Ponda v Mweu (Civil Appeal 66B of 2023) [2023] KEHC 24132 (KLR) (27 October 2023) (Ruling) where the court held that the omission of the decree in the record of appeal is not fatal and the certified copy of judgment is adequate for the purpose of the appeal. Further the said omission will occasion the respondent no prejudice at all.
33. In this instance, and guided by the authorities set out above, I find that the omission of the decree in the record of appeal is not fatal in the circumstance. I note that the appellant on pages 136 to 144 of the Record of Appeal have provided a copy of the judgment which acts as a guide for this Court in discerning the final orders of the trial magistrate. It thus follows that this preliminary issue is dismissed.
34. I now proceed to consider the crux of the appeal herein: whether the trial court erred and misdirected, misinterpreted, ignored and disregarded the provisions of Section 10(1) of Cap 405 thus arriving at the decision that the appellant was liable to satisfy the judgment in Limuru Civil Case No. 387 of 2021.
35. The respondent’s case rests on Section 10 of the *Insurance (Motor Vehicles Third Party Risks) Act*, Chapter 405 of the Laws of Kenya is which provides as follows -
- “Duty of insurer to satisfy judgements against persons insured:
- (1) If, after a policy of insurance has been effected, judgment in respect of any such liability as is required to be covered by a policy under paragraph (b) of



Section 5 (being a liability covered by the terms of the policy) is obtained against any person insured by the policy, then notwithstanding that the insurer may be entitled to avoid or cancel, or may have avoided or cancelled, the policy, the insurer shall, subject to the provisions of this section, pay to the persons entitled to the benefit of the judgment any sum payable thereunder in respect of the liability, including any amount payable in respect of costs and any sum payable in respect of interest on that sum by virtue of any enactment relating to interest on judgments.

- (2) No sum shall be payable by an insurer under the foregoing provisions of this section –
- (a) in respect of any judgment, unless before or within fourteen days after the commencement of the proceedings in which the judgment was given, the insurer had notice of the bringing of the proceedings; or
 - (b) in respect of any judgment, so long as execution thereon is stayed pending an appeal; or
 - (c) in connexion with any liability if, before the happening of the event which was the cause of the death or bodily injury giving rise to the liability, the policy was cancelled by mutual consent or by virtue of any provisions contained therein, and either
 - (i) before the happening of the event the certificate was surrendered to the insurer, or the person to whom the certificate was issued made a statutory declaration stating that the certificate had been lost or destroyed; or
 - (ii) after the happening of the event, but before the expiration of a period of fourteen days from the taking effect of the cancellation of the policy, the certificate was surrendered to the insurer, or the person to whom the certificate was issued made such a statutory declaration as aforesaid; or
 - (iii) either before or after the happening of the event, but within a period of twenty – eight days from the taking effect of the cancellation of the policy, the insurer has notified the Registrar of Motor Vehicles and the Commissioner of Police in writing of the failure to surrender the certificate.
- (3)
- (4) No sum shall be payable by an insurer under the foregoing provisions of this section if in an action commenced before, or within three months after, the commencement of the proceedings in which the judgment was given, he has obtained a declaration that, apart from any provision contained in the policy he is entitled to avoid it on the ground that it was obtained by the non-disclosure of a material fact, or by a representation of fact which was false in



some material particular, or, if he has avoided the policy on that ground, that he was entitled so to do apart from any provisions contained in it:

Provided that an insurer who has obtained such a declaration as aforesaid in an action shall not thereby become entitled to the benefit of this subsection as respects any judgment obtained in proceedings commenced before the commencement of that action, unless before or within fourteen days after the commencement of that action he has given notice thereof to the person who is the plaintiff in the said proceedings specifying the non-disclosure or false representation on which he proposes to rely, and any person to whom notice of such action is so given shall be entitled, if he thinks fit, to be made a party thereto.

36. In the case of *UAP Insurance Co. Ltd v Patrick Charo Chiro* [2021] eKLR the court held as follows in demystifying the import of this provision;

“The import of the above provision of the law is that for liability to accrue under section 10 of the Insurance (Motor Vehicle Third Party Risks) Act CAP 405, there is a 4-fold test to be met. Firstly, that the motor vehicle in question was insured by the appellant; Secondly, that the respondent has a judgement in his favour against the insured; Thirdly, that statutory notice was issued to the insurer either at least 14 days before the filing of the suit wherein judgement has been obtained or within 30 days of filing the suit where judgement has been obtained and finally the respondent was a person covered by the insurance policy. Also see *Roseline Violet Akinyi v Celestine Opiyo Wangwau* (2020) eKLR and *Stephen Kiarie Chege v Insurance Regulatory Authority & Another* (2009) eKLR.”

37. The appellant argues that the judgment debtors in the primary suit (*Limuru SMCC 387 of 2021, Molo Group Sacco and Panij Automobile(K) Ltd*) were strangers, as they were not insured and there was no policy contract between the judgment debtors and appellant and no evidence was adduced to prove the contrary. That therefore, it is not liable or bound to satisfy the judgment or decree emanating from the primary suit as the said judgment was entered against entities who were not insured by the appellant contrary to the provisions of Sections 10(1) Cap 405. They also allege that they were under no obligation to file a declaratory suit since the suit was not filed against their insured.

38. In response, the respondent submitted that for an insurer to avoid satisfying a judgment arising from a valid policy they should have obtained a declaratory order which the appellant never obtained. Further that the evidence of the police officer and the occurrence book and police abstract revealed that the appellant was the insurer of the motor vehicle Registration No. KCW 566A vide policy No. 00106302 TPO.

39. Notably, the trial court in determining the declaratory suit set out two issues for determination: first, whether the defendant had insured motor vehicle registration number KCW 566 A and; whether the defendant is liable to pay the decretal amount in *Limuru SPMCC 387 of 2021*. On the first issue, the trial court in its holding, faulted the appellant for their actions holding that;

“22. The question that begs is if the individuals/companies sued in the primary suit were not the insured of the defendant, why didn't the defendant respond to counsel for the plaintiff? What action did the defendant in this suit take upon being served with a statutory notice realizing that the vehicle details and policy number quoted was for a policy it had issued but the name of the insured was different? Why would the company go to slumber and upon being



sued in a declaratory suit wait till 2 days to the hearing and brandish a policy schedule claiming that the insured was different and therefore seek to distance the company from the payment of decretal amount arising from the primary suit that the company was all fully aware? What was the defendant hiding?

23. It would subvert the cause of justice if this court were to accede to a card placed under the carpet that is brandished at the last minute against all the known rules of fair play. It is thus my finding that the defendant was not only the insurer of the motor vehicle registration No KCW 556A but an insured of the defendant as obtained from the police abstract was sued.”
40. On the second issue the court held that the respondent had proved his case and that the appellant was liable to satisfy the judgment in SPMCC 387 of 2021. In arriving at this decision, the court noted that the respondent did not avail any declaration obtained that would have entitled it to avoid the policy.
41. Flowing from the foregoing, I find that the trial court erred by failing to consider the four-point test to be met in determining if liability accrue under section 10 of the Insurance (Motor Vehicle Third Party Risks) Act CAP 405. Notably, the trial court faulted the Appellant for not doing anything upon receiving the statutory notice. It equated this failure and/or inaction on the part of Appellant as a panacea for a finding that it was the insurer. While Appellant’s inaction upon receiving the statutory notice was grossly wrong and improper as observed by the learned magistrate, it is trite that such inaction creates an offence and not outrightly leading to an affirmation that one is an insurer. This issue was aptly stated in the case of *Kenyan Alliance Insurance Company Limited v Naomi Wambui Ngira & another* (Suing as the Legal Representatives and Administrators of the Estate of Nelson Machari Maina (Deceased) [2021] eKLR as follows;
- “... Indeed, it would have been good practice to respond to the statutory notice and state why it deemed it was not liable. This would have saved the Respondent the trouble of filing the declaratory suit it so filed and this would also have saved judicial time and resources. But as to whether or not failure to respond implies that liability would be attached against the said insurer for all such claims against persons it has insured, this Court finds in the negative. Notably, under Section 12 (2), failure to respond to the statutory notice attracts liability for an offence. The Section does not say that failure to do so would make one automatically make one liable for settlement of Judgments entered against their insureds. Had the drafters of this law intended so, they would have expressly provided for the same.”
42. Guided by the above dictum, and sections 10 and 12 of CAP 405 I find that the trial court erred in finding that the appellants having failed to avail any declaration that would have entitled it to avoid the policy, were was liable as an insurer. The court did not apply the correct principle/dictum in arriving at its decision. Having dispersed with that issue, I now proceed to interrogate the four-point test in order to establish whether liability accrue under section 10 of the Insurance (Motor Vehicle Third Party Risks) Act CAP 405. The first test is a determination on whether the motor vehicle KCW 556 A was insured by the Appellant.
43. Upon perusal of the record, I noted that the appellant filed a Statement of Defence dated 20th April 2022 in which it vehemently denied that it was the insurer of the motor vehicle registration No. KCW 556A or that it issued a policy of insurance No 00106302. I also note that it also filed a list of documents dated 30th August 2022 that listed policy schedule for motor vehicle registration No. KCW 556A among other documents. In its evidence before the court, the Appellant invited the deputy claims manager, Kevin Ngure, who testified and produced the documents listed in the defendant list



of documents as their defence exhibits No. 1-4 respectively. The policy schedule for motor vehicle registration No. KCW 556A being defence exhibit 1. The appellant's witness testified and told the court that their insured/policy holder was Timothy Ndogo Kibeara and not Molo Group and Panji Automobiles. On cross examination he admitted that the policy number in the policy abstract was similar to the one listed in the policy number but the insurer was different. He also admitted that the Statutory Notice was served on them.

44. I have also noted that in support of its claim, the respondent herein, equally relied on the Plaintiff's list of documents, namely: the decree in Limuru Civil Suit No 387 of 2021, the statutory notices, and police abstract. In their testimony, the respondent's witness, Danson Karanja Kibe confirmed that he had a decree in his favour which and had not been satisfied. On cross examination he stated that he relied on the police abstract and sued Molo Group and Panji Automobiles and not Timothy Kibera. He also stated that he did not have the certificate of insurance.
45. To answer the question, who the insured was, the appellant relied upon the policy document to show that the insured/policy holder was Timothy Ndogoh Kibera and not Molo Group, that the policy number was 00106302 and the insured motor vehicle was KCW 566 A. On the other hand, the respondent relied upon the police abstract to counter the appellant's submission and to demonstrate that the appellant was the insurer. Suffice to say that the crux of the matter is the contestation as to who the insured between Timothy Ndogoh Kibeara and Molo Group?
46. The respondent relied on the police abstract showing that Molo Group is the insured. In the case of Esther Muthoni Munyiri v Amaco Insurance Company Limited [2021] eKLR the court acknowledged that a police abstract ordinarily captures the details of the insurance policy from the certificate of insurance affixed on the motor vehicle. Thus, the Court of Appeal observed in the case of Joel Muna Opija vs East African Sea Food Ltd [2013] eKLR that, "if a police abstract is produced without objection, its contents cannot be denied." In this case, there was an objection and that was by way of producing the policy document showing that one Timothy Ndogoh Kibera and not Molo group Sacco, was the policy holder for motor vehicle registration No. KCW 556 A.
47. It is also worth noting that the contents of the policy document as produced by the Appellant were not controverted. Instead, reliance was placed on the inactions by the appellant who upon being served with a statutory notice failed to respond.
48. It therefore follows, that the trial court erred in failing to take into account the contents of the insurance policy document as produced by the appellant and placing reliance on the police abstract, without consideration that the police abstract is ordinarily filled and/or prepared by a police officer who was not privy to the contract. Further, the details filled in the Abstract by the police officer are matters and/or information given to him by another third party, the driver, who may also not be privy to the contract of insurance. Such a document (police abstract) cannot be taken as absolute prove of existence of a contract in disregard of the insurance policy. Had the trial court taken that into account, it would have found that Timothy Ndogoh Kibera was the policy holder.
49. From the foregoing therefore having established that the appeal fails the first test, that is, having establishing that the insured was one Timothy Ndogoh Kibera, and not Molo Group, I find it otiose proceeding to consider the other three principles of the four-point test.
50. The upshot of the above is that this court finds merit in the appeal and make the following orders;
 - a. The Appellant's Appeal herein succeeds.
 - b. The judgement entered in favour of the Respondent and against the Appellant dated 30th November 2022 is hereby set aside.



- c. Each party shall bear its own costs of the Appeal
- d. This judgment shall apply in the following matters Kiambu HCCA No's. 316 of 2023; 317 of 2023 and 318 of 2023
- e. The Deputy Registrar Kiambu High Court to place a copy of the judgment in each of the above files.

51. Orders accordingly.

RHODA RUTTO

JUDGE

DATED AND DELIVERED AT NAIROBI THIS 19 TH DAY OF JULY, 2024

For Appellants: Mr. Ndabuki H/b For M/s Kahiti

For Respondent: Mr. Njagi

Court Assistant: Peter Wabwire

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