Dogra v Coast Development Authority (Civil Case 158 of 2003)
[2023] KEHC 21050 (KLR) (10 July 2023) (Judgment)

Neutral citation: [2023] KEHC 21050 (KLR)

REPUBLIC OF KENYA

IN THE HIGH COURT AT MOMBASA

CIVIL CASE 158 OF 2003

DKN MAGARE, J

JULY 10, 2023

BETWEEN

BHUPINDER SINGH DOGRA ..... PLAINTIFF

AND

COAST DEVELOPMENT AUTHORITY ..... DEFENDANT

JUDGMENT

1. This matter has been in court for over 20 years. It has a chequered history. The Plaintiff filed suit and subsequently amended the plaint seeking the following prayers: -
    a. Declaration that the defendant is indebted to the plaintiff to a sum of 117,017,070
    b. The defendant to pay the plaintiff a sum of Ksh. 21,974,036 under quantum meruit together with interest at commercial rates from January 1999 till payment in full.
    c. Costs of the suit.
2. The parties filed submissions which I have read and subsumed in my analysis.

Plaintiff's submission

3. The plaintiff prayed that the claim is not time barred and it has been proved.
4. The plaintiff submitted that they adopted their statement and produced a bundle marked as Plaintiff Exhibits No.1-7. The plaintiff is a licensed Architect and as a professional Architect the defendant procured architectural services pursuant to the provisions of the *Architects and Quantity Surveyors Act* CAP 525 from the plaintiff. On 16th July, 1994 he received a letter from one Professor J.A. Lugogo the Managing Director of Coast Development Authority informing him that he was commissioned to provide professional services regarding the area architectural matters of Tudor Municipal Housing

Project in Mombasa Island. To prove this, the plaintiff produced as Plaintiff Exhibit-2 the letter dated 16/7/1994.The closing paragraph of that letter reads as follows;

> " We shall be glad if you kindly provide us with your schedule and undertaking of the work".

5. On 30/10/1994 the defendant officially appointed the plaintiff following a board resolution under a minute BM 18/94 of the board meeting held on 14/10/1994. The plaintiff wrote a letter dated 8/11/1994. The plaintiff was appointed as the consultant architect. This letter was produced by the Plaintiff in evidence.

6. The amount set out in the fee note was 5,700,696.80. There were three phases of work as set out in the statement. He stated that in 1998, the Ministry of Finance & Planning commissioned a verification and analysis exercise of the suit project and the Ministry made a finding inter alia that the Treasury declined to give authorization and endorsement for the development as the office of the President had not approved the project in accordance with circular letter Ref. No. OP.9/1A/X1/95 of 25th June 1990 and no payments were released to the plaintiff.

7. The Plaintiff identified 5 issues. Those that are germane to the dispute are:

    a. Did the defendant retain the services of the plaintiff to render Architectural services?

    b. Did the plaintiff render the services to the defendant?

    c. Is the suit time barred?

8. On whether the suit is time barred;

    a. They rely on the decision of *Uhuru Highway Development Limited v Central Bank of Kenya & 2 others* [1996] eKLR the court dealt with the question of what amounts to res judicata. They urge the court to be so guided and find that the question of whether the suit is time barred was determined by Honourable Njoki Mwangi J on 26.2. 2021.At paragraph 50 while considering whether the matter was filed outside the law she had this to say

> " this court holds that due to the special relationship that existed between the Ministry of Planning and Finance and the defendant in regards to approval of its budget and financing and also due to the communication which had been made by the defendant to the plaintiff that it was not in a position to honour any fee notes until such a time that funds were released, time started running from 31/8/2008 when the ministry of Finance and Planning released its report on the defendants pending bills. That was an acknowledgment that there was an amount of money due and owing to the plaintiff from the defendant"

Defendant's Submission

9. The defendant identified the following issues: -

    i. Whether this suit is time barred.

    ii. Whether the conditions precedent of the contract were fulfilled.

    iii. What was the contract value and whether the works commissioned were actually rendered.

    iv. Whether the alleged Verification and Analysis of Pending Bills Report as at 31st August from the Ministry of Finance should be admitted into evidence.

v. Whether the Plaintiff is entitled to payment on the basis of quantum meruit.

vi. Whether the Plaintiff is entitled to the remedies in the Plaint.

10. On whether the suit is time barred, they submit that this suit is time barred by virtue of Section 3(2) of the *Public Authorities Limitations Act* Cap 39 which provides that: No proceedings founded on contract shall be brought against the Government or a local authority after the end of three years from the date on which the cause of action accrued.

a. It is their submission that the Defendant is a Government body created by an Act of Parliament, *Coast Development Authority Act* Cap 449 to co-ordinate the implementation of development projects in the whole of the Coast Province and the exclusive economic zone and for connected purposes.

b. They rely on *Endebess Development Company Limited v Coast Development Authority* [2021] eKLR, where Justice Chepkwony held that the Defendant is a government entity. They submit that the Applicant fits to be defined as an agency of the state or public body as it performs functions of public nature and obtains its funds from allocations by the parliament or borrowings authorised by the Minister. Its members are also public officers with the chairman being appointed by the president. They further submit that in a narrow sense, the Defendant/Applicant is a public Corporation established under Section 3 of the *Coast Development Authority Act*, Cap 449, and mandated with among others, the responsibility of planning and coordinating the implementation of development projects in the Coast Province and the Exclusive Economic Zone. Secondly, the Defendant/Applicant fits the definition of a Public Body under Section 3(1) of the *Interpretation and General Provisions Act* as an authority performing functions of a public nature and more specifically, to plan and co-ordinate the implementation of development projects in whole of the Coast Province and the exclusive economic zone.

c. They rely on the case of *Paul K. Langat v Kenya Defence Forces 9th Battalion & another* [2021] eKLR where Justice Makau stated:

> The suit herein was filed on 22/11/2016 about 10 months after the lapse of the limitation period. It is therefore time barred by dint of section 3(2) of the PALA. I gather support from the Court of Appeal decision in Anaclet Kalia Musau, Supra that:-"...the overriding purpose of all limitation statutes is based on the maximum interest reipublicae ut sit finis litium, that it is in the public interest that there be an end to litigation. A party will not be permitted to prosecute stale claims.". Having found that the suit is time barred it is also obvious the court lacks jurisdiction to entertain the same. In my view it is common sense that the lapse of limitation period means that the mandate of the court to receive and entertain proceedings in a particular cause of action is extinguished by effluxion of time.

11. On the issue of condition precedent the defendant relies on the authority of *Wagichiengo v Gerald* [1988] eKLR where the Court of Appeal held that:

> " I can find no misdirection in this and see that that this is precisely what he proceeded to do. He held that there was a valid contract which became unenforceable by the plaintiff because of his own failure to comply with an essential term thereof namely the condition precedent.

Having so held we consider that it was unnecessary to deal with the alleged repudiation of the contract by the Defendant (ground of appeal No 8)."

12. On the issue of what was the contract value and whether the works commissioned were actually rendered, the Defendant submitted that Section 107 of the *Evidence Act* sub section 1 provides whoever desires any court to give judgement as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.

13. It is the Defendant's submission that the burden of proof lies with the Plaintiff albeit on a balance of probability to prove what the contract value was and that he actually commissioned the works. On this, they relied on the case of *Alice Wanjiru Ruhiu v Messiac Assembly of Yahweh* [2021] eKLR.

14. Further, the Defendant relied on the case of of *Mbuthia Macharia V Annah Mutua Ndwiga & Another* [2017] eKLR which stated as follows;

> " The legal burden is discharged by way of evidence, with the opposing party having a corresponding duty of adducing evidence in rebuttal. This constitutes evidential burden. Therefore, while both the legal and evidential burdens initially rested upon the appellant, the evidential burden may shift in the course of trial, depending on the evidence adduced. As the weight of evidence given by either side during the trial varies, so will the evidential burden shift to the party who would fail without further evidence? In this case, the incidence of both the legal and evidential burden was with the appellant. It was upon the appellant to prove that he did not affix his signature on the transfer of the suit premises in favour of the 1st respondent. The appellant did not adduce any such evidence nor did he call any witness. On the other hand, the 1st respondent discharged her evidential burden by placing before court an affidavit by the appellant in which he had sworn on 24th April, 2004; that he bequeathed to the 1st respondent the suit premises and a transfer dated 3rd September 2008 in favour of the 1st respondent which displaced his claim that the 1st respondent had stolen the title as the said transfer was effected after a new title was issued.

15. They also relied on the case of *Palace Investment Ltd vs. Geoffrey Kariuki Mwenda & Another* (2015) eKLR, where the judges of Appeal held that:

> " Denning J. in Miller Vs Minister of Pensions (1947) 2 ALL ER 372 discussing the burden of proof had this to say; -
>
> "That degree is well settled. It must carry a reasonable degree of probability, but not so high as is required in a criminal case. If the evidence is such that the tribunal can say; we think it more probable than not; the burden is discharged, but if the probability are equal it is not. This burden on a balance of preponderance of probabilities means a win, however narrow. A draw is not enough. So in any case in which a tribunal cannot decide one way or the other which evidence to accept, where both parties...are equally (un)convincing, the party bearing the burden of proof will loose, because the requisite standard will not have been attained."

16. The Defendant stated that the Plaintiff did not render any services to the Defendant, the Plaintiff did not provide any evidence of the works rendered to the Defendant, no architectural drawings or site plans were provided as evidence in court to prove that the Plaintiff rendered any services to the Defendant to be entitled to the payment of the sums claimed

17. They impugned the public document, whose excerpt was produced as no credible evidence. Reliance was placed on the decision given in t*George Kimani Njuki v National Lands Commission & 2 others* [2022] eKLR.

18. The defendant stated that the project did not take off on the contrary the Defendant avers that the Tudor Housing re-development project did not proceed nor take off as the outline proposals were not approved and no budget was allocated for the project.

19. On quantum meruit, the Defendant relies on the case of *Stephen Kinini Wang'ondu v The Ark Limited* [2016] eKLR where Justice Mativo outlined the elements to prove a quantum meruit claim as follows;

> " Quantum meruit is a Latin phrase meaning "what one has earned." In the context of contract law, it means something along the lines of "reasonable value of services". The elements of quantum meruit are determined by the common law. For example, a plaintiff must allege that (1) defendant was enriched; (2) the enrichment was at plaintiff's expense; and (3) the circumstances were such that equity and good conscience require defendants to make restitution."

20. Lastly they state that the prayers sought are of the nature of special damages. They state that the law is settled on special damages which must not only be specifically pleaded but also strictly proved. Reliance is placed on the case of *Swalleh C. Kariuki & another v Viloet Owiso Okuyu* [2021] eKLR, the Court held that:-

> " In regard to special damages the law is quite clear on the head of damages called special damages. Special Damages must be both pleaded and proved, before they can be awarded by the Court.

21. The Defendant urged me to be guided by the case of *Davidson Kariuki Maina t/a Bills Consults v Bobmil Properties Limited* [2019] eKLR.. the upshot of the submissions was that the amount of Ksh. 117,017,070/= was not payable.

22. They urged me to dismiss the case with costs. In the alternative they pray the Court finds that a sum of Kshs. 21,974,035/= is payable to the plaintiff.

Evidence

23. The Plaintiff testified and produced documents as per the list dated 11/6/2019 as exhibits No. 1-7. On the other hand, the defendant testified through its Managing Director and produced the supplementary list of documents dated 14/7/2021.

24. The plaintiff was cross-examined and stated that the project was a joint venture and he came to know that after two years. The Plaintiff stated that he was not aware funds were not available. The letter of 13/5/1994 titled revised costs which was to be sent to the vendor stated that his bills were verified as genuine.

25. On the other hand, the defendant through the managing director adduced supplementary documents. None of the documents produced, the last of which was dated 19/5/1997, related to the case. The Defendant's witness confirmed that they account to the exchequer. The witness was shown a document from the exchequer, he stated that he had not read the entire report.

26. The witness blamed the municipal council of Mombasa and absence of funds. He stated that they did not refuse to pay, but there were no funds. The case was thereafter closed, and parties submitted.

Antecedent proceedings

27. Prior to the hearing Justice Mary Kasango directed that a sum of 21,974,038 out of 117, 017,000 is due and payable to the plaintiff. That judgement was appealed by the plaintiff vide Mombasa CA No. 11 of 2019.

28. The amount was stated by the Court of Appeal as verified on 31/8/1998. However, that judgement was set aside and the parties proceeded for hearing.

29. Issues for determination

    i. Whether the suit is time barred? If so under which act?

    ii. Whether there is a debt due and how much?

    iii. What orders commend themselves.

30. It is unfortunate that the suit has been in court for 20 years. The matter has had multiple applications and an appeal to the Court of Appeal. To be able to unravel the mystery that is this case, I need to set out background history, just for posterity. Some of this has a profound effect on the outcome.

31. The suit was filed in 2003. Then the firm of Timamy & Co. Advocates filed an application dated 14/10/2003 seeking inter alia, to set aside judgement given on 15/8//2003.

32. On 18/8/2003, the court wrote to the plaintiff to pay Kshs. 68,300/= being further court fees. This further fees has not been paid to date despite order that it be paid sine qua non any proceedings.

33. A defence was filed on 11/2/2003. In the Defence the Defendant stated that it is not bound to settle as the same was undertaken by Mombasa Municipal Council.

34. Secondly that the monies that are due are to be paid once its financiers are down paid.

35. The Defendant thus contends that they are not obligated to pay. They denied liability to pay Coast Care Consultant and they deny that the project was to cost Kshs. 4,831,076,000/= and as such they do not owe Kshs. 117,017,070. They consequently denied owing any money as at 9/7/1997.

36. They also pleaded that the claim is time barred by dint of the Limitations of Actions Act and the suit also offends order VIII Rule (2)(3) of the Civil Procedure Rules (as then it was.)

37. Further to their threat on 4/2/2004 the Defendant filed an application to strike out the suit, in that the claims were out of time.

38. The suit was struck out by consent. Later by an application dated 27/6/2013 the Plaintiffs sought to reinstate the suit. The order of 11/3/04 was set aside. The plaintiff was granted leave to defend as the suit was stayed until Kshs. 60,300/= was paid.

39. Subsequently an application was made on 11/12/2013 to amend the Plaint. The Plaint was amended on 1/4/2014. In the new Plaint, the plaintiff sought a sum of Kshs. 117,017,070.

40. In the alternative, they sought Kshs. 21,974,036. The plaintiff made an application for judgement for a sum of Kshs. 21.974,035. It indicated that the same is for money due at least as at 31/8/1998. There was no defence to the claim.

41. This application was allowed ex parte. It was subsequently set aside. The plaintiff appealed to the Court of Appeal.

42. On 15/10/2015, the plaintiff filed another application dated 13/10/2016. On 2/12/2015, the defendant filed another application dated 11/12/2015. On 17/12/2015 the Defendant changed their advocates. They immediately filed an application dated 21/12/2015 to set aside the order of 16/12/2015, order of 24/9/2015 and the order of 10/3/2014. They also sought orders that the court summons Mr. Okoth Duncan Odesee to be cross-examined on the affidavit sworn by the said Mr. Okoth on 1/12/2015. Another application dated 26/4/2016.

43. A preliminary Objection was filed against the said application on 6/5/2016. Submissions were filed by the plaintiff on 11/7/2016. An order against the government was issued on 3/8/2016. On 10/9/2016 a notice of change of Advocates was filed by Asiena & Company Advocates for the defendant and they made another application to come on record.

44. The firm of M/s Asiena & Co. Advocates sought to reinstate the application dated 14/7/16 which was dismissed for want of prosecution.

45. A replying affidavit to the application to reinstate was filed on 18/11/2016. A ruling was given on 213/6/16. I shall deal with the tenor of the ruling shortly.

46. Another application was filed on 9/5/2017. On 18/1/2019 the court set aside the partial judgement with costs to the defendant. There was a subsequent application dated 17/2/2020 seeking to dismiss the suit for want of prosecution.

47. On 3/2/2022 the plaintiff filed an application within which the plaintiff sought stay pending on the ruling of 26/2/2021 pending the hearing and determination of the application. The Application dated 3/2/2022 was dismissed on 7/10/2022 by Lady Justice Njoki, paving way for the hearing.

48. I heard the plaintiff on 14/3/2023 and defendant was heard on 20/3/2023. I set the matter for mention for directions on 15/5/2023. On the said date I set the judgement date for today.

Analysis

50. I must state that though counsel who appeared before me on 24/3/2023 and 24/3/2023 were very courteous, I am not impressed by the general tenor of this case. For example, Justice Kasango ordered and the executive officer had demanded for court fees way back in 2003. To date it has not been paid. This is enough to have the suit dismissed as there is no court fie paid for all the liquidated claim filed.

51. The Amendments done subsequently, introducing a claim for over 117,017,070 is thus not properly filed. So is the claim for Kshs. 21,974,035. This is enough to dispose of the suit and for this very reason, the suit is dismissed with costs.

52. However, I note that given that this is not the last court, I may need to deal with all the issues in the event the courts above, as they are entitled to do, have a different take on payment of court fees.

53. My view is that non-payment of court fees, when a party has not been certified as a pauper, is fatal to the case. This is more so, when the suit stood stayed until the fee was paid.

54. Secondly when the amended plaint was filed, only Ksh. 75/= was paid. None of the new prayers were paid for. Effectively, they lapsed after 14 days, within which the amendment was to be made. This is informed by Order 8, rule 6, states as follows: -

> " 6. Failure to amend after order

Where the court has made an order giving any party leave to amend, unless that party amends within the period specified or, if no period is specified, within fourteen days, the order shall cease to have effect, without prejudice to the power of the court to extend the period."

55. The plaint, as originally filed in 2003, claimed for instructions on 16/7/1994. The appointment is said to be through a meeting held on 14/10/1994. The letter was given prior to authorization on 14/10/1994.

56. The amended plaint indicates that the project was in phases and that other consultants were appointed. The plaintiff indicated that 6 years interest was 44,640,000. It is stated that in 1998 the Ministry of Finance wrote that the defendant was not in a position to pay. The said proposal not to pay was the source of dispute. If the plaintiff was informed that as at 5/1/1995 the defendant was not in a position to pay, then the dispute arose on that date.

57. The plaintiff in his pleadings admitted that the project had not been approved in accordance with circular No. OP91A XI/95 of 25/6/1990. The plaintiff averred that he was not consulted before the exercise. The plaintiff stated that he ought to have received the money by 9/7/1997/1999. I have no idea what this is supposed to mean.

58. The reality is that as at 1995, there was a refusal to pay. The protest is that the plaintiff had not been consulted. In short, the plaintiff did not agree to what seems like breach of contract. The claim for breach of contract thus started running from the time there was a refusal to pay, that is in 1995.

59. Section 4(1) of the *Limitation of Actions Act* provides as doth: -

    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;

    b. actions to enforce a recognizance;

    c. actions to enforce an award;

    d. actions to recover a sum recoverable by virtue of a written law, other than a penalty or forfeiture or sum by way of penalty or forfeiture;

    e. actions, including actions claiming equitable relief, for which no other period of limitation is provided by this Act or by any other written law.

60. Given that the suit was filed in 2003, eight years from the said 1995, I agree with the defendant that this suit is time barred by dint of Section 4 (2) of the *Limitation of Actions Act*.

61. There is a postulation that in 1998 there was a part of the financial/report that showed a sum of Kshs. 21,974,036 was due. The defendant in this matter is the Coast Development Authority. It is a corporate body. The letter referred to does not come from the defendant. The same is an audit of claims, whose author is unknown.

62. The said letter does not amount to part acknowledgment of a debt. The letter of 5/1/1998 is categorical. The debt has never been acknowledged by the defendant. As a result, there can be no taking advantage of acknowledgement. On the other hand there can be no extension to contract.

63. Lastly, it is the claim for either 117,017,070 or 21,974,036. It is said to be done under Section 3C of the *Architects and Quantity Surveyors Act*, Cap 525.

64. The plaintiff has given several phrases and figures. The first document is a licence for 2/1/2014. It is irrelevant for purposes of the contract given in 1994.

65. The letter dated 16/7/1994 is the commissioning letter. The plaintiff was to provide his schedule and undertaking of work. The Managing Director looked forward to confirmation and expenses.

66. That confirmation was not done. The scheduling and expenses were not supplied. The letter dated 30/10/1994 was to be signed to signify acceptance.

67. The letter was never accepted. This forms the linchpin and the contract herein. Without acceptance there is no contract.

68. Letter dated 18/11/1994, required that preliminary designs for phase 1 C and design 2, 3 and 4 bedroomed units. The final figure was to be determined on evaluation of phase 1A and 1B. The only time the defendant raised issue is through an unsigned letter dated 22/5/1998 asking for 57,006,696/80.

69. Subsequently there is a signed fee note dated 9/7/1997 for Kshs. 16,467,751/40. In that letter the construction cost is indicated as 663,828,918 vide that letter a sum of 16,467,751/40 was being sought.

70. However, there is an indication vide a letter of 5/1/1995 that the contract was accepted. However, the authority is informing the plaintiff that they are not in position to pay. At the same time consultants were selected to work with the plaintiff.

71. Up to this point, there is no evidence whatsoever of any work done, reports submitted, works acknowledged, certificates of works done signed. The question as to what amounts to proof on a balance of probabilities was discussed by Kimaru, J in *William Kabogo Gitau vs. George Thuo & 2 Others* [2010] 1 KLR 526 as follows:

> " In ordinary civil cases, a case may be determined in favour of a party who persuades the court that the allegations he has pleaded in his case are more likely than not to be what took place. In percentage terms, a party who is able to establish his case to a percentage of 51% as opposed to 49% of the opposing party is said to have established his case on a balance of probabilities. He has established that it is probable than not that the allegations that he made occurred."

72. In *Palace Investment Ltd vs. Geoffrey Kariuki Mwenda & Another* (2015) eKLR, the judges of Appeal held that:

> " Denning J. in Miller Vs Minister of Pensions (1947) 2 ALL ER 372 discussing the burden of proof had this to say; -
>
> "That degree is well settled. It must carry a reasonable degree of probability, but not so high as is required in a criminal case. If the evidence is such that the tribunal can say; we think it more probable than not; the burden is discharged, but if the probability are equal it is not. This burden on a balance of preponderance of probabilities means a win, however narrow. A draw is not enough. So in any case in which a tribunal cannot decide one way or the other which evidence to accept, where both parties...are equally (un)convincing, the party bearing the burden of proof will loose, because the requisite standard will not have been attained."

73. It is thus impossible to know what constitutes quantum meruit, because the scope of the works and the contract are not attached. At page 10, in the works certified part, Ksh. 15,925,229 was said to be contracted although 73,474,448 was claimed.

74. The plaintiff claimed amounts for Kitolo consultants. Such matters must be specifically pleaded. In *David Bagine vs Martin Bundi* (1997) eKLR, the Court of appeal held as thus with regards to special damages:-

> "It has been held time and again by this Court that special damages must be pleaded and strictly proved.
>
> "....special damages in addition to being pleaded, must be strictly proved as was stated by Lord Goddard C.J. in Bonham Carter vs. Hyde Park Hotel Limited [1948] 64 TLR 177 thus:
>
> "Plaintiffs must understand that if they bring actions for damages it is for them to prove damage, it is not enough to write down the particulars and, so to speak, throw them at the head of the court, saying, 'this is what I have lost, I ask you to give me these damages'. They have to prove it"

75. If the plaintiff was claiming for himself and Kilolo he should say so. He did not do so. In any case, the project is indicated as declined and not authorised.

76. At page 11, each of the consultants had their own letters of appointment and acceptance. There is no evidence that work was done, not even a single document forwarding anything.

77. Further Section 3(2) of the *Public Authorities Limitations Act* Cap 39 which provides that: No proceedings founded on contract shall be brought against the Government or a local authority after the end of three years from the date on which the cause of action accrued. There is no provision for extension of time under this provision. The suit is this time barred in any event.

78. The defence denied that the amount is due. The financiers had not rendered money. The project could not be undertaken without provision for funds. It is thus my humble conclusion that had the suit not been time barred it was still unmeri ted. I still would have dismissed the same.

Determination

79. Consequently, I proceed to make the following orders: -

    a. The suit was improperly filed without payment of court fees and as such the amendment lapsed without fees.

    b. The suit is time barred by dint of Sections 4(1) of the *limitation of Actions Act*, cap 22 Laws of Kenya and Public Authorities Limitations Act Cap 39.

    c. The suit is dismissed for lack of merit with costs of Ksh. 1,700,000

    d. Stay 30 days.

DELIVERED, DATED AND SIGNED AT MOMBASA ON THIS 10TH DAY OF JULY, 2023. Judgment delivered through Microsoft Teams Online Platform.

KIZITO MAGARE

JUDGE

In the presence of: -

Mr. Mutugi for the Plaintiff

Zamzam Abdi for the defendant

Court Assistant - Brian