



**G S Okoth & Company Advocates v Quaint Energy Kenya Ltd alias  
Nyakwere Solar Company Ltd & 2 others (Miscellaneous Civil Application  
E001 of 2022) [2023] KEHC 19880 (KLR) (4 July 2023) (Ruling)**

Neutral citation: [2023] KEHC 19880 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT HOMA BAY  
MISCELLANEOUS CIVIL APPLICATION E001 OF 2022**

**KW KIARIE, J**

**JULY 4, 2023**

**BETWEEN**

**G S OKOTH & COMPANY ADVOCATES ..... APPLICANT**

**AND**

**QUAINT ENERGY KENYA LTD ALIAS NYAKWERE SOLAR COMPANY  
LTD ..... JUDGMENT DEBTOR**

**AND**

**ALFRED OMONDI ACHAR ..... 1<sup>ST</sup> RESPONDENT**

**THOMAS OYODO ACHAR ..... 2<sup>ND</sup> RESPONDENT**

**RULING**

1. The advocate/applicant moved the court by way of notice of motion dated February 2, 2023 under section 3 (A) of the *Civil Procedure Act*, order 51 rule 1 of the *Civil Procedure Rules, 2010* and under section 224 (2) of the *Companies Act*. The applicant is seeking the following orders:
  - a. The honorable court be pleased to “lift the veil” on the company registered as Quaint Energy Kenya Limited No CPR/2010/28569 and declare that Alfred Omondi Achar and Thomas Oyodo Achar being the director thereof be held personally liable and that the said company do cease to enjoy the benefits of corporate personality.
  - b. Costs of this application be borne by the respondents
2. The application is premised on the following grounds:



- a. The company instructed and obtained the services of the advocate but did not pay the advocate fees in full and has been adjudged to pay kshs 11, 787,234/- as advocate's fees plus further court fees and costs of taxation.
  - b. The two respondents are brothers and the only directors of the above named private company known as Quaint Energy Kenya Limited.
  - c. The company's registered office stated as being on plot No 209/2486/7 on Tubman Road Nairobi was only established temporarily to hoodwink the persons and bodies with which the company contracted and is no longer in existence nor is there proper address provided or traceable.
  - d. The company has no known tangible movable or immovable assets that are capable of being attached to realize the decretal sum owed and therefore the two directors can only be held personally liable for the debts the company owes.
3. The respondents opposed the application on the following grounds:
- a. That the subcontract document was signed by the vice president of Castalia Strategic Advisors LLC and George Shane Okoth of GS Okoth & Company Advocates.
  - b. That at schedule 2 it was provided that the sub-contractor (GS Okoth Advocates) shall accept the sum of kshs 3,000,000/- as fees for the work to be done. Kshs 450, 000/- was to be paid upon execution of the agreement while kshs 2, 550,000/- was to be paid upon the full completion of the services as per the scope of work given thereunder.
  - c. That Quaint Energy Kenya Ltd and/or its directors were not privy to that sub contract and they never gave to the firm of GS Okoth advocate any instructions to act on its behalf at all in that sub contract.
  - d. That the firm of GS Okoth & Company Advocates has not completed the work given in the scope of work and so it is not fair and just to claim the whole fees of kshs 3, 000,000/- to be paid since a significant portion of the work remains to be completed.
  - e. That Quaint Energy Kenya Ltd and/or its director do not owe to the firm of Advocates any money in terms of costs of the work it performed because they were not privy to the sub-contract which brought the firm into the transaction. The money owing to the firm was to be paid to them by Castalia LLC on receipt of their invoice.
4. Though the respondents have contended that the firm of GS Okoth & Company Advocates had no contract with Quaint Energy Kenya Limited, this contention is not true. Their own document marked as TOA3 speaks otherwise. This an agreement of service contract between the firm of GS Okoth & Company Advocates had no contract with Quaint Energy Kenya Limited. Clause 4 talked of payment of interim fees of Kshs 3,000,000/=. It is my finding therefore that the respondents averments amounted to mere denial.
5. In another document produced by the respondents and marked TOA 2, it is clear that both respondents are indicated as the directors of Quaint Energy Kenya Limited. The application is therefore merited and the same is allowed in terms of prayers (a) & (b).

PARA Orders to issue accordingly.

**DELIVERED AND SIGNED AT HOMA BAY THIS 4TH DAY OF JULY, 2023**

**KIARIE WAWERU KIARIE**



**JUDGE.**

