



REPUBLIC OF KENYA



KENYA LAW
THE NATIONAL COUNCIL FOR LAW REPORTING
Where Legal Information is Public Knowledge

Munguti & another (Suing in their Capacities as Officials of Syokimau Mavoko Community Association) v Mutua & 3 others (Civil Case E011 of 2023) [2024] KEHC 15661 (KLR) (9 December 2024) (Ruling)

Neutral citation: [2024] KEHC 15661 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT MACHAKOS
CIVIL CASE E011 OF 2023
MW MUIGAI, J
DECEMBER 9, 2024**

BETWEEN

WILSON MBITHI MUNGUTI 1ST PLAINTIFF

MUSEMBI NZIOKI KIVUI 2ND PLAINTIFF

**SUING IN THEIR CAPACITIES AS OFFICIALS OF SYOKIMAU MAVOKO
COMMUNITY ASSOCIATION**

AND

FRANCISCO NOEI MUTUA 1ST DEFENDANT

SIMON MUIA NGUI 2ND DEFENDANT

JULIUS KIENDI MULANDI 3RD DEFENDANT

MUNYAKA MATHULA MUASA NTHULA 4TH DEFENDANT

RULING

1. The Plaintiff filed Plaintiff on 24/7/2023 against Defendants for a permanent injunction granted restraining Defendants from collecting withdrawing monies administering or in any way dealing with accounts affairs or conduct of Syokimau Mavoko Community Association.
2. The Defendants jointly and severally to refund sum of Ksh 142,101,995 withdrawn from account 01134309064100 at Cooperative Bank Athi river Branch in the name of Syokimau Mavoko Community Association.



Notice Of Motion Application Dated 21.07.2023

3. Vide an application brought under Article 40,159 of *the Constitution*, Section 1A, 1B and 3 A od the *Civil Procedure Act*, Order 40 and 51 of the Civil Procedure Rules, 2010, the Applicants seeks the following orders that;
 - a. Spent
 - b. This Honourable Court pending interpartes hearing and determination of this Application and suit be pleased to issue injunctive orders restraining the Defendants/ Respondents herein their agents, servants, assigns or any other person/ entity acting at the behest of the Defendants/ Respondents herein from collecting monies, administering or in any other way dealing with the accounts, affairs conduct or management of Syokimau Mavoko Community Association pending the hearing and determination of this suit.
 - c. Costs of this application be provided for.
4. The Application is supported by the affidavit of Wilson Mbithi Munguti deposed on an even date wherein he contends that sometime in 2011, East Africa Portland Cement Company Limited (EAPCC) offered for sale to the community mined Kunkur land known as L.R 8784/4 measuring 1332 acres or thereabout and engaged with the local community, its leadership and/or relevant stakeholders in a letter dated 21/06/2011 on what entity would be best placed to purchase the said land for sale to individual members of the local community and/or other interested members of the public following which offer Syokimau Bright Homes Limited expressed desire to purchase the said land in a letter dated 03/03/2011.
5. It was contended that following engagement with the local community and/or the local leadership, Syokimau Bright Homes Limited was selected and/or introduced as the bona fide genuine and organized group with recommendations being made that all other interested persons do join the said Syokimau Bright Homes Limited for purposes of pooling resources to purchase the said property and sell it to local community members and/or any other interested members of the public. That this was communicated to EAPCC by the then District Commissioner, the then Mayor and the then area MP in letters dated 23/06/2011, 04/08/2011 and 08/08/2011.
6. It was averred that in a letter dated 26/08/2011, EAPCC expressed no objection to Syokimau Bright Homes Limited being the vehicle/platform through which members of the community would purchase the land. It was a requirement that any interested member would contribute Kshs 25,500 towards purchase/reserve of a 50 by 100 plot. It was stated that many interested persons and entities immensely contributed to this and in a bid to execute its mandate, Syokimau Bright Homes Limited engaged in several joint venture agreements subject to its objectives.
7. It was deposed that the joint venture agreements were frustrated by reasons beyond the control of Syokimau Bright Homes Limited as they involved an entity known as Kataki Holdings Limited which joint venture stood nullified on or about September 2012.
8. As a result of which there was need to invite the local community to register into an association which became automatically became the mandate/objective and membership of Syokimau Bright Homes Limited.
9. All operations/ activities including the formation of Syokimau Mavoko Community Association were funded by Syokimau Bright Homes Limited through funds collected from its growing membership.



10. Syokimau Mavoko Community Association was formed and registered in November 2012 where the Plaintiffs are among the pioneer officials (being the Vice Chairman and Assistant Treasurer)
11. However, after formation of the Association, the Office of the registrar at one point about 2016 wrote to the association requesting that no returns and/or proper returns had been made to the Registrar in so far as elections were concerned.
12. The Defendant /Respondents seized the opportunity and on 16/4/2016 a purported meeting was called by Defendants purportedly as elected officials contrary to Association's Constitution and purported to present Notification of Change of Officials to the Office of Registrar of Societies which was subsequently rejected by Office of Registrar of Societies.
13. The Defendants herein continued masquerading as officials and have since unlawfully and unprocedurally withdrawn colossal amount of money from Accounts held in the name of the Association.
14. It was deposed that Plaintiff/Applicants as well as association membership attempts at approaching bank through their representatives and /or agents with a view to communicating the said fraud resulted in the assault of Plaintiff/Applicants Agents at the behest of the Defendants herein.
15. Attempts to peruse the file of the association have been futile as the file has been unavailable/missing from the records of the Registrar of Societies as confirmed by the registrar in a letter dated 18/04/2023. There have been several correspondences between the Registrar and the Applicants advocates on record dated 05/04/2023, 14/04/2023, 19/04/2024 and 20/04/2023 which have borne no fruits.
16. After conducting an audit, it was alleged that in a report dated 05/05/2023, there were several unexplained withdrawals to the tune of One hundred and forty five Million, one hundred and one thousand, nine hundred and five shillings (Ksh 142,101,995) made by the defendants herein individually or jointly or through their agents and/or representatives.
17. It was deposed that the Plaintiff/Applicants are apprehensive of the continued mismanagement and unauthorized withdrawals, the Applicants approached the branch manager of Co-operative Bank, Athi River Branch with regards to account number 0113430964100 in the name of the Association seeking to halt all unauthorized transactions done at the behest of the Defendants and the Applicant's authorized representative, Mr. Mutiso Kivuva, a member, who had been sent with a letter dated 17/03/2023 was arrested in an attempt to cover up the Defendant's mismanagement. He was shortly released with no charges but was assaulted by persons acting at the behest of the defendants and it was reported bide OV 91/18/04/2023.
18. It was deposed that the association continues to receive monies from unsuspecting members of the public which monies have already been shown to be misappropriated.

Replying Affidavit Dated 9.08.2023

19. The 1st Defendant Francisco Ngei Mutua Chairman of Syokimau Mavoko Community Association in opposing the Application stated that the Plaintiffs are not members or officials of Syokimau Mavoko Community Association and have no locus as they are neither members nor officials of the Association to institute these proceedings.
20. The Plaintiffs are not officials of Syokimau Mavoko Community Association as per copy of the Registration Certificate and copy of letter from Registrar of Societies confirming the names of officials of the Association dated 19/10/2016.



21. It was deposed that Syokimau Bright Homes Limited is a totally different entity from Syokimau Mavoko Community Association whose objectives were to individually acquire the EAPC's land and at no time did it enter into a joint venture agreement with Syokimau Bright Homes Limited to purchase the said land.
22. He stated that he was aware that Syokimau Bright Homes Limited entered into a joint venture with Kataki Holdings Limited to collect money to buy EAPC Limited which venture ended acrimoniously in court when the former was ordered to refund monies collected to the depositors and at the time of registration of Syokimau Mavoko Community Association, the relationship between the Association and Syokimau Bright Homes Limited had ended and therefore the question of the company facilitating the registration of the Association did not arise.
23. The 1st Respondent admitted that the Plaintiffs were officials of the association at the initial stages but were removed and replaced through the Annual General meeting in compliance with *the Constitution*. That if the Plaintiff became aware he was not an office bearer in 2016 and no explanation has been given as to why he did not challenge his removal for 7 years.
24. That the 2nd Plaintiff challenged his removal from office vide Machakos High Court Misc App No 120 of 2017-Musembi Nzioka Kivui vs Pius Musembi Kivindu & 2 others which application was dismissed on 19.06.2019.
25. It was deposed that the 2nd Plaintiff and another moved to court vide Chief Magistrate's court at Milimani Misc –Criminal Application no 21 of 2016- Musembi Nzioka Kivui & Anotehr vs Pius Musembi Kivindu & 5 others seeking orders to be granted leave to commence private prosecution against the Defendants herein and the same was dismissed.
26. It was averred that the Plaintiffs were malicious busy bodies engaging in frivolous suits over the same causes of action. It was stated that since the Plaintiffs are not officials, they have no right or authority to engage Matheka & Associates CPA (K) –General Auditors and Consultancy to pry into the Association's Bank Account and thus alleged that the authenticity of the report was suspicious.
27. It was contended that the allegations that the association has made unauthorized withdrawals was part of the unsubstantiated complaints the Plaintiffs have against the Association's officials.
28. That the Plaintiffs have failed to display any document to contradict the Registrar of Societies' letter dated 19/10/2016 as to who are the current genuine officials of the Association which is fatal to their case.
29. Further, that the Plaintiff's are non-suited for failure to include the Registrar of parties as a Defendant in this cause. Lastly, it was contended that the order extracted in this case is not specific and is ambiguous and therefore incapable of enforcement.

Further Affidavit

30. The 1st Plaintiff/Applicant Wilson Mbithi Munguti filed Further Affidavit wherein he reiterated the contents of his supporting affidavit and further stated that the 1st Defendant/Respondent is not the Chairman of Syokimau Mavoko Community Association as shown by annexures FNM(1)
31. That it has not been demonstrated whether the purported removal of the applicants as officials of the association automatically detached them from membership of the Association as per *the Constitution*. The 1st Applicant deposed that the approvals mentioned in the letter dated 21/11/2012 at Paragraph 7 of the Replying Affidavit were acquired by Syokimau Bright Homes Limited.



32. It was on the foregoing basis that the Association was formed with concurrence of the Defendants/ Respondents herein selecting Syokimau Bright Homes Limited as a special purpose vehicle for the contemplated transaction which was now to incorporate the wider Community. The same was agreed at the meeting held on 15/8/2011 Copy of Minutes of the Meeting are attached marked WMM15. The Association was not in existence until registration in 2012 contrary to paragraph 10 of Replying Affidavit.
33. In response to Paragraphs 11,12,13,14 & 15 of Replying Affidavit the Applicant reiterated that the File of the Syokimau Mavoko Community Association held by Registrar of Societies went missing.
34. The applicant stated that the ensuing litigation alluded to by the defendants/respondents are an indictment/admission on the lack of accountability on the part of the defendants/respondents who had managed to sideline them as founder, pioneer and officials of the association.
35. It was averred that after the rejection of the forged Form H' that purported to remove them from the helm of the Association, The Registrar of Societies directed in a letter dated 11/8/2016 that fresh elections were to be held in accordance with the Constitution. In this regard, the file of the association mysteriously went missing (as confirmed by Registrar of Societies) and as such no change of office bearers could be properly registered.
36. It was deposed that after the file was retrieved, it was discovered that the Respondents somehow managed to file Notice of Change of Officials. The Registrar of Societies in a letter dated 20.06.2023 noted a forged document being presented to Co-operative Bank by the Defendants/Respondents and their agents purporting to change office bearers and noting the uncertainty of who the officials were, considered that fresh elections ought to be held as shown by letter marked WMM16.

Submissions

Applicants Submissions Dated 6.08.2024

37. The Plaintiff submitted on three grounds. Firstly, it was contended that the Applicants have made out a prima facie case while relying on the case of Giella vs Cassman Brown & co Limited [1973] E.A 358 and Mrao Limited vs First American Bank of Kenya Limited (2003) KLR 12. It was submitted that the alleged form H which purported to change officials was rejected by the Registrar of Societies thus had the effect of deregistering any changes on the basis of the forged document. Further, that the Respondents have not denied the allegations of side lining the applicants herein ostracizing them whenever they brought up the question of accountability or the fact the monies belonging to the association or its members were explicitly withdrawn.
38. That it is not the mandate of the Defendants to purport to remove the applicants as officials or as members of the association except in accordance with the Constitution of the Association. It was submitted that section 27 of the Societies Act directs the treasurer to render accounts and report to the membership at least once a year, section 29 directs that a registered society shall hold annual meeting where full and true account of monies receivable and payable by the society is to be shares and section 31 directs the leadership of any society to file returns with the registrar. As such, failure to comply with any of these provisions amounts to criminal culpability.
39. Secondly, it was submitted that the Applicants have a case with an overwhelming possibility of success and he membership of the society will suffer insurmountable loss that cannot be adequately compensated by an award of damages. Further reliance was placed on the cases of Joseph Siro Mosioma



vs Housing Finance Company of Kenya Limited & 3 others [2008] e KLR and Pius Kipchirchir Kogo vs Frank Kimeli Tenai [2018] e KLR

1st To 4th Respondents Submissions Dated 12.09.2024

40. The Respondents stated that the three principles that govern interlocutory injunction are; there must be a prima facie case with a probability of success, balance of convenience and there must be irreparable loss. While relying on the cases of Mrao Limited vs First American Bank of Kenya Limited (2003) KLR 125, Nawab Mir Barkat Ali vs Nawab Zulfiqar AJR (1982) a.d 384, k.Karuanishi vs R. Rangathan Cheiritiar AIR 1973 mad 443 and M.K. Dasappa vs G. Ramachandra AIR 1976 Kant 53 it was submitted that since the Plaintiffs/Applicants lack the locus to file the suit, then no prima facie case with a probability of success and the balance of convenience is not in their favour.
41. Secondly, that there temporary injunction is merely to delay the operations of the association for reason that the Association and East African Portland Cement Limited are at the tail end of their agreement for individuals to acquire the company's land at Athi river. It was submitted that the association and its bona fide members stand to suffer irreparable loss if the process is derailed as they stand to loose their homes.

Determination

42. The Court considered pleadings filed and submissions filed by parties' through respective advocates the issue for determination is the instant application dated 21/7/ 2023 seeking injunction pending hearing and determination of the suit.
- a. whether this court should issue temporary order of injunction pending the hearing and determination of this suit
 - b. Who should bear the costs of this Application.
43. The principles of injunctions as enunciated in the case of Giella vs Cassman Brown (1973) EA 358 and as was reiterated in the case of Nguruman Limited vs Jan Bonde Nielsen & 2 others [CA No.77 of 2012](#) (2014) eKLR where the Court of Appeal held that;
- “in an interlocutory injunction application the applicant has to satisfy the triple requirements to a, establishes his case only at a prima facie level, b, demonstrates irreparable injury if a temporary injunction is not granted and c, ally any doubts as to b, by showing that the balance of convenience is in his favour.
- These are the three pillars on which rests the foundation of any order of injunction interlocutory or permanent. it is established that all the above three conditions and states are to be applied as separate distinct and logical hurdles which the applicant is expected to surmount sequentially”[Emphasis added]
44. The three grounds that need to be satisfied in order for a court as elucidated above are;
- a. Establishment of the case only at a prima facie level,
 - b. Demonstration of irreparable injury if a temporary injunction is not granted
 - c. ally any doubts as to b, by showing that the balance of convenience is in its favour.



45. I agree with the parties to the extent that a prima facie case was defined by the Court of Appeal in the case of *Mrao Ltd vs First American Bank Of Kenya Ltd (2003)* eKLR gave a definition of a prima facie case. The court stated that:

“In civil cases a prima facie case 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 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.”

46. The Court of Appeal in *Nguruman Limited vs. Jan Bonde Nielsen & 2 others [2014]* eKLR (*Nguruman case*) had this to say:

“We reiterate that in considering whether or not a prima facie case has been established, the court does not hold a mini trial and must not examine the merits of the case closely. All that the court is to see is that on the face of it the person applying for an injunction has a right which has been or is threatened with violation. Positions of the parties are not to be proved in such a manner as to give a final decision in discharging a prima facie case. The applicant need not establish title, it is enough if he can show that he has a fair and bona fide question to raise as to the existence of the right which he alleges. The standard of proof of that prima facie case is on a balance or, as otherwise put, on a preponderance of probabilities. This means no more than that the Court takes the view that on the face of it the applicant’s case is more likely than not to ultimately succeed.” See Ringera, J (as he then was) in *Airland Tours & Travel Limited vs. National Industrial Credit Bank Nairobi (Milimani) HCCC No. 1234 of 2002*.

47. The Pleadings disclose both competing and counterclaims on a number of pertinent issues as pleaded by both Plaintiff Applicants & Defendant Respondents.

48. The Applicants contend that they have established a prima facie case while the Respondents contend that they do not because they are not officials nor members of the Association thus have no locus standi to file this suit.

49. The court has had the occasion to look at the annexures to the Application, there is a letter dated 21.04.2016 that indicates that the office bearers of the Syokimau Mavoko Community Association are;

Chairman Pius Musembi Kivindu
V/Chairman Wilson Mbithi Nunguti
Secretary Alex Kyalo Mutemi
Asst. Secretary Sammy Mutua
Treasurer Mathula Nthula
Vice Treasurer Musembi Nzyoki Kivui

50. There is a letter from the Registrar dated 25.05.2016 wherein it confirms that among other documents, it received Form H which is a notification of change officer or title of any officer which was rejected.



51. On 11.08.2016 , a letter was written to the association directed that Alex Kyalo Mutemi, the Secretary as per their records to convene an Annual general meeting. Which meeting the Applicants contend was never held.
52. On the other hand, the Respondent annexed a letter dated 19th October 2016 that states that the following are the office bearers;
- Chairman Pius Musembi Kivindu
V/Chairman Francisco Nei Mutua
Secretary Simon Muia Ngui
Asst. Secretary Julius Kiendi Mulandi
Treasurer Munyaka Mathula Muasa Nthula
Vice Treasurer Nelson Mutisya Musyoka
53. The Plaintiff/Applicant contends that this a forged document that was presented to Co-operative Bank. The only way to know if this is true is if evidence is placed before the court to that effect. These are issues that cannot be determined at the interim stage. The Registrar of Societies indicated that investigations are ongoing as to the forgery of the letter in its letter dated 20.06.2023.
54. In addition there is an audit report, letters to the Registrar by the advocate on record on behalf of the Applicant dated 05.04.2023, 14.04.2023, 19.04.2023 and 20.04.2023 which was responded to on 20.06.2023 and the Registrar of societies has given a synopsis of the association in detail and in conclusion stated as follows;
- “ Having traced and perused the file we are of the guided opinion that the society should:
1. File the pending Annual returns for 2019,2020,2021 and 2022 with the above listed officials attaching proof of death of the deceased chairman.
 2. Hold its annual general meeting of all its registered members and cause election of office bearers be done within the next 60 days.
 3. Submit the following documents in support;
Requirements For Change Of Office Bearers (form H)
.....
55. At this juncture, appears that the Plaintiffs/Applicants are not officials of the Association however it is also not clear whether they are members of the said association. The letter dated 20.06.2023 indicated that the changes to office bearers indicated the following as office bearers;
- Chairman Pius Musembi Kivindu
V/Chairman Francisco Nei Mutua
Secretary Simon Muia Ngui
Asst. Secretary Julius Kiendi Mulandi
Treasurer Munyaka Mathula Muasa Nthula
Vice Treasurer Nelson Mutisya Musyoka



56. This Court finds that from pleadings the Respondents admit that at some point Syokimau Bright Homes Limited Syokimau Mavoko Community Association had a transaction/relationship which was severed. What kind of relationship and how and when it was ended is unclear.
57. The issue of what entity was formed with the wider Community to negotiate with EAPCC on sale or purchase of land is unclear was it one entity at first Syokimau Bright Homes Limited then later Syokimau Mavoko Community Association or did they merge, this is also unclear.
58. The issue of Plaintiffs being removed from as office bearers is also in contention. The Plaintiffs challenge the claimed election and the fact that Notice of Change of Officials was rejected by Registrar of Societies. The Registrar of Societies vide letter of 2016 ordered fresh elections were they held or not and if so what was the outcome?
59. The Plaintiffs claim the File of the Syokimau Mavoko Community Association held by Registrar of Societies Office went missing as confirmed by letter from Registrar of Societies.
Strangely on the file resurfacing was filed the Notice of Change of Officials which the Registrar of Societies stated was a forgery and investigations commenced.
60. Finally, the contested Notice of Change was presented to Cooperative Bank and attempts by Plaintiff / Applicants to make any enquiry was viciously hindered and the Audit carried out was contested.
61. Therefore, the leadership membership and or shareholding of members and the entity involved in negotiating with EAPCC is an integral issue to be determined.
62. The only way this Court can find answers to most of the questions raised before this Court, is for the matter to be heard interpartes through viva voce evidence so as to test the veracity of the evidence and credibility of witnesses through cross examination.
63. When this matter goes for a full trial but what happens in the interim? There is need to protect the monies of all the members. The issue of Applicants not being officials is contested and membership is not clarified and there is no evidence that they are members of the Association. For there to be a prima facie case to exist then there has to be a legal right which has apparently been infringed by the opposite party as to call for an explanation or rebuttal from the latter, in this case the Plaintiffs have made claims that are contested by rebuttals by Respondents. I find that the prima facie case has not been established.
64. In light of the contested versions by Plaintiff / Applicants & Defendant/Respondents I find the balance of convenience tilts in Plaintiff/Applicants favour, they more /all to loose, monies official position, membership and land if any or all are proved as opposed to Defendants/Respondents who have access and own all the above.
65. In *Mureithi vs. City Council of Nairobi* [1976-1985] EA 331 Madan JJA referred to *L. Diplock in American Cyanamid Co. vs. Ethicon Ltd* [1975] 1All ER 504 as follows;

“The object of Interlocutory injunction is to protect the plaintiff against injury by violation of his right of which he could not be adequately compensated in damages recoverable in the action if the uncertainty were resolved in his favor at the trial...if damages in the measure recoverable at common law would be adequate remedy and the defendant would be in a financial position to pay them, no interlocutory injunction should normally be granted, however strong the plaintiff’s claim appeared to be at that stage.”
66. The Applicants contend that they and the membership at large will suffer irreparable loss as the Respondents have allegedly been involved in uncontrolled withdrawals of money from the association



amounting to One hundred and forty five Million, one hundred and one thousand, nine hundred and five shillings made by the defendants herein individually or jointly or through their agents and/or representatives.

67. The Respondents response to this was that the Applicants are not member nor officials thus have no locus to pry on the finances of the association. This is a hotly contested issue only resolved at the hearing of the matter.

68. The Court of Appeal in *Esso Kenya Limited. vs. Mark Makwata Okiya* Civil Appeal No. 69 of 1991:

“...The principle underlying injunctions is that the status quo should be maintained so that if at the hearing the applicant obtains judgment in his favor the respondent will have been prevented in the meantime from dealing with the property in such a way as to make the judgment nugatory...”

69. The balance of convenience was defined in the case of *Pius Kipchirchir Kogo vs Frank Kimeli Tenai* (2018) ECLR as:

“The meaning of balance of convenience will favour of the Plaintiff is that if an injunction is not granted and the Suit is ultimately decided in favour of the Plaintiffs, the inconvenience caused to the Plaintiff would be greater than that which would be caused to the Defendants if an injunction is granted but the suit is ultimately dismissed. Although it is called balance of convenience it is really the balance of inconvenience and it is for the Plaintiffs to show that the inconvenience caused to them will be greater than that which may be caused to the Defendants. Inconvenience be equal, it is the Plaintiff who will suffer.

In other words, the Plaintiff has to show that the comparative mischief from the inconvenience which is likely to arise from withholding the injunction will be greater than that which is likely to arise from granting this order.”

DISPOSITION.

1. The Court issues injunctive orders restraining the Defendants/ Respondents herein their agents, servants, assigns or any other person/ entity acting at the behest of the Defendants/ Respondents herein from disbursement, transfer or withdrawal of Ksh 142,101,995 held in Cooperative Bank of Syokimau Mavoko Community Association pending the hearing and determination of this suit.
2. Parties /Counsel to file and exchange pleadings through Pre-trial /Case Management before DR MHC
3. Further Mention for Directions and/or Hearing before Incoming Judge Court No 1 on 3rd February 2025.

RULING DELIVERED SIGNED DATED IN OPEN COURT ON 9/12/2024 IN MACHAKOS HIGH COURT (VIRTUAL/PHYSICAL CONFERENCE)

M.W.MUIGAI

JUDGE

IN THE PRESENCE OF:

MR. NZUVA FOR THE DEFENDANTS

MR. MUNDIA H/B FOR MR. B.M. NZEI FOR THE PLAINTIFF

GEOFFREY – COURT ASSISTANT

