



**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA**  
**AT NAIROBI**  
**COMMERCIAL AND TAX DIVISION**  
**INSOLVENCY PETITION NO. E016 OF 2019**  
**IN THE MATTER OF KENYA AIRFREIGHT HANDLING LIMITED**  
**AND**  
**IN THE MATTER OF THE INSOLVENCY ACT, NO. 18 OF 2015**  
**RULING (2)**

**NOTICE OF MOTION**

The Applicant filed an Amended Notice of Motion Application dated **9<sup>th</sup> December 2019** for orders; -

1. An order be issued by way of injunction pending the hearing and determination of this Application or further orders of the court restraining the Petitioner whether by itself, its agents, assigns, employees or any other person acting on its behalf from advertising the Petition (whether in the Kenya Gazette or any of the local dailies).
2. The Petition dated **17<sup>th</sup> June 2019** be struck out.
3. In the alternative, there be a stay of proceedings pending exhaustion by the parties of the dispute resolution process set out in **Clause 15, 16 and 39 of the Share Subscription and Shareholders Agreement dated 18<sup>th</sup> March 2009**.

Which Application was supported by the sworn Affidavit of **Karel Bruno Swings** dated **18<sup>th</sup> July 2019** and based on the grounds; -

- a. The Petitioner has no *locus standi* to present the Petition under **Section 425 (1) (a) of the Insolvency Act** as it purported to do as it is neither 'the Company' nor 'a director of the Company'. Kenya Airways is not a corporate director of the Company. The Petition is therefore a nullity *ab initio* and ought to be struck out.
- b. In the event the Petitioner is allowed to publish the Petition in the Kenya Gazette or any of the local dailies, it would have a detrimental effect to the business of the Company as a wrong impression and anxiety will be created to the Company's business partners, creditors, employees and the general public that the Company is insolvent. This damage cannot be reversed, quantified in monetary terms and cannot be compensated by an award of damages. The Company is still fully operational.
- c. The filing of an Insolvency Petition is in most contractual agreements considered an act of default which vitiates or makes voidable the contract at the instance of the no-offending party.
- d. The Petition was filed on the basis that there is a deadlock as defined under **Clause 15 of the Share Subscription and Shareholders Agreement** and consequently it is alleged that it would be just and equitable to wind up the Company. In particular, the Petitioner alleged; -
  - i. The financial statements for the years 2015/2016, 2016/2017 and 2017/2018 had not been approved as Stamina Directors voted against the resolutions to approve the accounts;
  - ii. Despite agreeing to the appointment of PWC as the experts and the confirmation that there existed a dispute between the parties, Stamina insisted that the stage of the appointment of an expert had not been reached and therefore valuation was not required at that point.

iii. Due to the dispute, all previous board meetings resulted in disagreement on fundamental issues including compliance with statutory obligations.

e. It is true that Stamina and Kenya Airways reached a deadlock on three major issues namely; -

i. Stamina Directors failing to approve and sign financial statements for the years **2015/2016, 2016/2017 and 2017/2018**.

ii. Costs charged to Stamina for palletizing material – the allegation being that Total Touch Cargo BV, a third party, had refused to settle invoices raised by the Company (for the period since April 2012) with respect to palletizing material.

iii. Staff rationalization – the request was to have outsourced staff (through a third party Total Touch Cargo Limited) terminated by Total Touch Cargo Limited to allow Kenya Airfreight Handling Limited engage its own staff at ostensibly cheaper rate in order to save on operational costs.

f. However, it is not true that the three deadlock issues are still outstanding. At a meeting, the Stamina Directors proposed to approve the financial statements (notwithstanding Stamina's legal right and justification not to sign the financial accounts as presented). This proposal was however rejected by Kenya Airways Directors and in Stamina's view this is no longer a deadlock issue.

g. Further, with respect to palletizing materials cost, Stamina proposed to pay a sum of **USD.50, 000, 000** in full and final settlement of this disputed claim but never received a response to this offer from Kenya Airways or the Company to date. This item is a purely commercial dispute between the Company and one of its clients which the Company can resolve using normal commercial dispute resolution means.

h. Regarding staff rationalization, it was Stamina's view that the rationalization of casual staff had already been resolved by the parties. Stamina did not object to the rationalization for the reason that the staff outsourcing (by Total Touch Cargo Limited) was approved by the Board of the Company in early 2010 and consequently, redundancy costs will have to be met by the Company and the Board of the Company must approve Key Performance Indicators for the incoming staff prior to their employment as this would be in the best interest of the Company.

This is also a purely contractual issue which can be resolved using dispute resolution channels and if not, through the relevant provisions of the Shareholders Agreement on dispute resolution and deadlock resolution.

i. It was Stamina's view that the matters identified as deadlock matters were either fully resolved or could potentially be resolved without resorting to the drastic action sought by the Petitioner of liquidating the Company.

j. The Petitioner deliberately refused and failed to exhaust the laid down dispute resolution mechanisms set out under the Share Subscription and Shareholders Agreement and the Memorandum and Articles of Association of the Company and therefore the present Petition was filed prematurely and in bad faith by the Petitioner.

k. The Petitioner has failed to comply with mandatory provisions of the **Insolvency Regulations** and in particular, **Regulation 77B(2)(b)** in that the Petition is not accompanied by a mandatory document being the statement of financial position as set out in the First Schedule. The Petitioner also did not explore alternative dispute resolution methods anchored in **Article 159(2)(c) of the Constitution of Kenya**.

l. The Petition was filed with ulterior motives as the intention of the Petitioner is to forcefully eject the Applicant from the Company and enter into a joint venture agreement with a third party, Morgan Air.

m. There are no just and equitable grounds disclosed by the Petitioner to warrant the liquidation of the Company and it is in the interest of justice that the Petition be struck out.

## **REPLYING AFFIDAVIT**

The Respondent opposed the Application vide the sworn Affidavit of **Allan Kilavuka** dated **21<sup>st</sup> July 2020** and stated as follows; -

1. The Petitioner tried to resolve the deadlocks through the mechanisms provided under the agreement on several occasions but the Applicant was adamant and declined to resolve the deadlocks.

2. The allegation that the Petitioner had no locus to present the Petition is unfounded. The Petitioner is a contributory within the meaning of **Sections 383(1)(a)** as read with **Section 385 of the Insolvency Act** and is entitled to present the Petition under **Section 425(1)(c)** of the Act.

3. There was a deadlock in the management of the Company which necessitated the filing of the Petition for the Company to be wound up on just and equitable grounds.

4. The Applicant admitted to acting in a manner which jeopardized the business of the Company and the position of the Petitioner and its nominated Directors and cannot be allowed to sustain the Application in the face of such admissions which attract penal sanctions under the Companies Act, 2015.

5. The Petitioner denied the Applicant's averments that the deadlocked items no longer existed or could be resolved by the parties and the question whether the shareholders of the Company are deadlocked are issues to be determined in the main Petition and not through an Application.

6. The Petitioner denied that it had an ulterior motive to forcefully eject the Applicant from the Company and enter into a venture with a third party, Morgan Air, and the Applicant failed to tender any evidence proving the allegation. The Petitioner lodged the Petition in its own right as a shareholder of the Company and to safeguard its own interests.

7. The two parties held divergent views on the dispute which could only be resolved by the Court and the Application should be dismissed and the Petitioner allowed to proceed with the advertisement of the Petition.

### **FURTHER AFFIDAVIT**

The Applicant filed a further sworn Affidavit of **Harry Van Der Plas** dated **24<sup>th</sup> September 2020** in further support of the Amended Notice of Motion dated **9<sup>th</sup> December 2019** and stated as follows; -

1. The voting rights at the Board level of Kenya Airfreight Handling Limited are guided by **Clause 7** of the Agreement as read together with **Schedule A** on Board Reserved Matters and in particular; -

The Board must obtain the approval of the holders of Stamina shares and KQ Shares before making any decision in relation to any of the Reserved Matters. One of the Reserved Matters is "*any resolution to wind up the Company and any resolution requiring or proposing winding up.*"

2. The issue of winding up has never been tabled for discussion at the Board and neither was a resolution passed by the Board with respect to the winding up of KAHL. The Petitioner failed to follow the due process under the express provisions of the Agreement prior to lodging the Petition.

3. It is not true that **Clause 7.14** of the Agreement requires resolutions to be passed by at least one KQ Director and one Stamina Director. Resolutions of the Board can only be passed if the following conditions are satisfied;

- a. There is quorum for the Board meeting;
- b. More votes are cast for it as against it;
- c. At least one Stamina appointed Director and one KQ appointed Director have voted in favour of it; and
- d. For Board Reserved Matters, approval has been obtained from both shareholders namely KQ and Stamina.

4. The Petitioner has deliberately refused and failed to exhaust the laid down dispute resolution mechanisms set out under the Share Subscription and Shareholders Agreement and the Memorandum and Articles of Association of the Company and therefore the Petition is filed prematurely and in bad faith by the Petitioner.

5. Under **Clause 20.3 of the Shareholders Agreement**, any party is at liberty to request the Chairman of the Institute of Certified Public Accountants of Kenya to appoint an Expert in the event parties are unable to agree. Kenya Airways has never exercised this right to date. Therefore, the procedure laid down under **Clause 16.3 to 16.11** of the Shareholders Agreement (including the issuance of a Deadlock Resolution Notice and issuance of a Winding up Notice in the event no Deadlock Resolution Notice has been served) cannot be complied with.

6. **Clause 39.1** of the Shareholders Agreement provides for dispute resolution through arbitration an option which Kenya Airways has never exercised either through declaring a dispute or seeking the appointment of an arbitrator.

### **APPLICANT'S SUBMISSIONS**

The Applicant submitted that the Petitioner, Kenya Airways Limited has no *locus standi* to present the Petition under the provisions of **Section 425(1)(a) of the Insolvency Act** which provides;

**An Application to the Court for the liquidation of a company may be made by any or all of the following; -**

**a. The company or its directors.**

The Petitioner does not fit the description of either the company or directors and the Company in that section refers to Kenya Airfreight Handling Limited in this case. The Petitioner is also not a Director of the Company. Thus, the Court lacks jurisdiction to entertain the Petition and ought to strike it out.

It was the Applicant's submission that the issues in dispute between the parties have not escalated to become deadlock as described in the Shareholders Agreement and if there are, they can be resolved as normal commercial disputes between parties without resorting to the drastic measure of liquidation.

KQ has consistently refused to hold Board meetings to discuss the disputed matters and also ignored negotiations by Stamina on a shareholder level. The matters that have occasioned the Petition are not deadlock issues as the procedure set out under **Clause 15 of the Shareholders Agreement** was not complied with and therefore disentitled Stamina of procedural safeguards under the Shareholders agreement.

The Applicant submitted that it will not be just and equitable to liquidate the Company for reasons that: The Company is solvent; third parties will be adversely affected; Stamina continues to meet its contractual obligations to the Company; and the disputed matters are normal commercial disagreements and should be resolved through the mechanism laid out in the Agreement and Memorandum of Articles of Association ultimately through arbitration and/or court.

In the case of *Synergy Industrial Credit Limited –versus- Multiple Hauliers (E.A) Limited [2020] eKLR* Majanja J. cited with approval *Re: In the Matter of Leisure Lodge Limited* where the court stated;

**“Where there are found to be alternative remedies, the petitioner is not entitled to a winding up order. In my judgment the petitioner is and will be acting unreasonably if he turns around to reject his own proposal to have the price of his shares determined in whatever forum customarily available for the determination of such matters and the value of shares.”**

In summary the Applicant submitted that the Application be allowed and the Petition struck out. However, in the event the Petition is not struck out, it should be stayed pending exhaustion of the dispute resolution process under the Agreement.

### **RESPONDENT’S SUBMISSIONS**

The Respondent submitted that it is a contributory within the meaning of **Sections 383(1)(a)** as read with **385 of the Insolvency Act** and entitled to present the Petition under **Section 425(1)(c) of the Act**. Therefore, the Respondent has *locus standi* to institute the Petition. In any event, had the Respondent cited the wrong provisions of the law in lodging the Petition, this Court in its ruling delivered on **12<sup>th</sup> November 2019** held that an error shall not affect the substance. (**Article 159 (2)(c) of the Constitution of Kenya**).

On whether the Applicant has met the threshold for the grant of the orders for interim injunction, the Respondent submitted that the Applicant must satisfy the requirements that; it has a *prima facie* case; demonstrate irreparable injury if a temporary injunction is not granted; and that the balance of convenience is in its favour.

It was the Respondent’s submission that the Petition ought to be heard on its merits and should not be struck out as there is a long standing disagreement between the directors of the Company leading to deadlock matters. On the alternative prayer for stay of proceedings the Respondent submitted that it would occasion an injustice to the Respondent.

In *Re: Matter of Nature Green Holdings [2018] eKLR* the court stated as follows;

**“Having regard to the rival affidavits and submissions on the facts of the instant petition and the principles of law articulated herein I am of the following conceded view. That the litigation commenced by the petition could not be said to be vexatious or an abuse of the court process. This is so because the issues raised in the petition No. 1 of 2017 are yet to be determined on the merits. Also the respondent/applicant is a party to the petition by virtue of being a director of the Nature Green Holdings Ltd. Accordingly, if this court was to exercise discretion in staying the proceedings; such interferences would presumably occasion an injustice to the parties who are desirous of an outcome on the pending petition.”**

The Respondent submitted that it tried to resolve the deadlocks through the mechanisms provided under the Agreement on several occasions, but the Applicant has been adamant, refused and/or declined to resolve the deadlocks and stay of proceedings will occasion an injustice to the Respondent.

### **DETERMINATION**

Arising from the pleadings and submissions filed by parties through Counsel the issues for determination are;

- a. Whether the Respondent has *locus standi* to file and institute liquidation petition and whether the Petition should be struck out?
- b. Whether the Petitioner failed to exhaust the laid down dispute resolution mechanisms under the Share Subscription and Share Holders Agreement procedures and whether an injunction should be granted to stop advertisement of the Petition and/or stay of proceedings is granted.

#### **1. Whether the Respondent has *locus standi* to file and institute liquidation petition and whether the Petition should be struck out?**

The Applicant submitted that under **Section 425 (1) (a) of the Insolvency Act** Petitioner has no *locus standi* to present the Petition as it is neither ‘the Company’ nor ‘a director of the Company’. Kenya Airways is not a corporate director of the Company. The Petition is therefore it is a nullity *ab initio* and ought to be struck out.

The Respondent submitted that it is a contributory within the meaning of **Sections 383(1)(a)** as read with **385 of the Insolvency Act** to file the Petition under **Section 425(1)(c) of the Act**. If the Respondent cited the wrong provisions of the law in lodging the Petition, under **Article 159 (2)(c) of the Constitution of Kenya** the Petitioner is entitled to amend the said provisions as the Court ought to hear and determine the substantive dispute outside technicalities.

The issue of *locus standi* is resolved by reference to **Section 425 of Insolvency Act** as follows;

Applications to the Court for liquidation of companies

(1) An application to the Court for the liquidation of a company may be made any or all of the following:

- (a) **the company or its directors;**
- (b) **a creditor or creditors (including any contingent or prospective creditor or creditors);**
- (c) **a contributory or contributories of the company;**
- (d) **a provisional liquidator or an administrator of the company;**
- (e) **if the company is in voluntary liquidation—the liquidator**

Kenya Airfreight Handling Ltd, the Company, is an artificial legal entity. Accordingly, it must as of necessity, act through its agents, usually Board of Directors. So, if all Directors of the Company passed the resolution to liquidate the Company, then the Petition would be by the Company. However, since the Company by the Shareholders Agreement of 18<sup>th</sup> March 2009, Kenya Airways Ltd invested capital and are majority shareholders at 51%, their directors have brought the Petition lawfully under **Section 425 Insolvency Act** and/or as Contributories of the Company. **Section 384 of Insolvency Act** defines contributories as all persons liable to contribute to the assets of a company if it is liquidated. The Petitioner has *locus standi* to file Petition under the law.

The Petitioner complied with **Regulation 77B(2)(b) of 2018 Regulations** because as was shown in ***In Re Ukwala Supermarket [2019] eKLR;***

**77(1) (a) by way of Petition in Form 33B1 set out in 1<sup>st</sup> Schedule**

**(b) Accompanied by a Verifying Affidavit in Form 33B2 set out in the 1<sup>st</sup> Schedule**

**(2) The petition for liquidation shall be accompanied by the following documents;**

- (a) A statutory demand if the reason for Petition is indebtedness; and**
- (b) A Statement of financial position in Form 32 set out in the 1<sup>st</sup> Schedule where necessary.**

The Applicant did not show that these accompanying documents were necessary as the Petition is based not on indebtedness but on a deadlock that the Directors are unable to agree on operations and management of the Company and therefore the Petition is under **Section 424 (1) (g) Insolvency Act**. This Section provides for liquidation, where the Court is of the opinion, it is just and equitable that the Company is liquidated, and this can only be through hearing and determination of the Petition *inter partes*.

**Whether the Petitioner failed to exhaust the laid down dispute resolution mechanisms under the Share Subscription and Share Holders Agreement procedures and whether an injunction should be granted to stop advertisement of the Petition and/or stay of proceedings is granted.**

The Applicant submitted that the Petition was/is filed prematurely and in bad faith before exhausting the laid down procedures by the parties. The filing of the Petition is not premature as any party is entitled to file pleadings in the process of accessing justice. However, it is the hearing and determination of the Petition that maybe premature by intervening circumstances.

In this instance, Mr. Allan Kilavuka, swore the Petitioner's Replying Affidavit of 21<sup>st</sup> July 2020 and deposed that there has been a deadlock since 2016, in the management of the Company that necessitated the filing of the Petition. The Applicant admitted to jeopardizing the business of the Company by its actions and these admissions attract penal sanctions under Companies Act. The issues in contention would be best determined by hearing and determination of the Petition which the Applicant wishes to stall by instant application for injunction.

On the other hand, the Applicant through Mr. Harry Van Der Plas swore a Further Affidavit on 24<sup>th</sup> September 2020 and admitted that there is a dispute between Shareholders of the Company on 3 broad issues, involving approving & signing financial statements 2015/2016, 2016/2017 & 2017/2018, costs of palletizing material and the staff rationalization process. The Applicant claims the issues did not escalate to a deadlock and have substantially been compromised.

The Applicant took the view that the Petitioner refused to hold Board Meetings and/or engage in dispute resolution process as provided in the Shareholder's Agreement.

As Shareholders or Directors of a Company in a deadlock it means that they disagree on management of the Company; any action proposal or resolution is opposed; and there is no compromise. In such a situation or circumstances although the Company maybe running as a going concern, the deadlock or stalemate hinders performance in the Company and stalls development and growth of the Company as it is adversely affected.

In this case, from pleadings the shareholders have broken down means of communication, board meetings are not held, if they are there is no quorum and each party's correspondence remain unanswered. There is a deadlock and for the sake of the Company it must be resolved.

The parties by Shareholders Agreement provided for dispute resolution mechanisms as follows;

- a. **Clause 15:3** Either Investor may within 28 days of the meeting at which the deadlock arises serve notice on the other Investor.
- b. **Clause 15.4** The parties undertake that after service of Deadlock notice they shall;
  - i. Immediately refer the matter giving rise to the deadlock to the Chairman of the parent Company of each Investor for resolution; and
  - ii. Use their best endeavors in good faith to resolve the dispute.
- c. **Clause 16.1** If the parties are unable to resolve a deadlock within 14 days .....under **Clause 15.4**, the parties shall appoint an Expert in accordance with **Clause 20** to determine value of shares.
- d. **Clause 20.2** The parties shall endeavor to agree on appointment of an Independent Expert.
- e. **Clause 20.10** the Expert shall act as an Expert and not as an Arbitrator. The Expert's written decision on matters referred to him shall be final and binding on the parties in the absence of manifest error or fraud.
- f. **Clause 39.1** All claims and disputes whatsoever arising under this Agreement shall be referred to Arbitration in accordance with the Arbitration Act by a single Arbitrator to be appointed by Agreement between Shareholders or failing agreement within 14 days of the notification by either shareholder to the other of the existence of a dispute or claim, to be appointed by the Chairman for the time being of the Chartered Institute of Arbitrators Kenya Branch, Nairobi on the Application of a Shareholder.

This court has outlined the contracted and elaborate dispute resolution mechanisms agreed by the parties in the Shareholders Agreement. From reading through Affidavits sworn by parties and Submissions by Counsel it is apparent all the above processes have been tried save for Arbitration, and have stalled due to the deadlock.

This Court vide its Ruling of 12<sup>th</sup> November 2019 hinted that the disputed issues would be the subject of the hearing and determination of the Petition and in the meantime for the sake of the Company's operations parties were to try and resolve the dispute before hearing of the Petition via the various dispute resolution mechanisms. A year and half later this has not happened.

This Court associates itself with the holdings in the following cases;

a. In **Re Ukwala Supermarket Ltd [2019] eKLR** which cited

**b. Matic General Contractors vs The Kenya Power & Lighting Co Ltd (2001) LLR 4837 (CAK) which held; -**

**That liquidating a Company is a draconian step which amounts to Corporate execution.**

**c. Synergy Industrial Credit Ltd vs Multiple Hauliers (E.A) [2020] eKLR cited**

**d. Mohammed Yusufali & Anor vs Bharat Bhardwaj & Anor [2007] eKLR cited In the matter of Leisure Lodge Ltd ML WC29 of 2006;**

**The Judge specifically found that the Petitioner had an alternative remedy namely to go to Arbitration on the issue of price at which the Respondent was to buy his shares in the Company.**

Therefore, from the totality of the submissions and evidence on record, this Court finds that its duty is to enforce terms of the parties' contract. In the instant matter there is a dispute and/or deadlock between parties/shareholders/Investors/directors of the Company that is adversely impacting on the Company as a going concern.

Since the 1<sup>st</sup> 2 processes of dispute resolution failed, then before hearing and determination of the Petition, the Court invokes the parties' resolution mechanism in form of Arbitration before the hearing of the Petition. This proposal is reinforced by **Sections 427 (3) & (4) of Insolvency Act** which curtails liquidation of a Company where there are other remedies.

The Applicant sought an injunction pending hearing and determination of this Application be granted. That is spent as the Court granted that injunction to restrain the Petitioner from advertising the Petition in the Kenya Gazette and extended it subsequently to date.

The Respondent relied on the case of **Dankar Rambhai Patel vs United Engineering Supplies Ltd & Anor [2020] eKLR** to buttress the point that the Court therein as the circumstances did not meet the threshold of **Giella vs Cassman Brown** and no imminent threat or danger was demonstrated by the Applicant. The injunction was denied.

In the instant case, the Applicant deposed that advertisement would cause extreme detrimental effect to the business of the Company due to

wrong and misleading impression that would be created to Company Partners, Creditors, Employees and the general public that the Company is insolvent. It would also create anxiety to Company's business Partners, Creditors, clients, banks, employees and contracting 3<sup>rd</sup> parties. The damage cannot be reversed or quantified in monetary terms for compensation as damages and yet the Company is fully operational.

The Court finds a basis for grant of injunction at this stage, as a *prima facie* case has been established because there is a stalemate and/or deadlock that requires to be resolved by the Court. However, the parties' themselves have an elaborate dispute resolution mechanism process that has not been exhausted before hearing and determination of the Petition. If the advertisement is made at this stage, there will be irreparable damage to the Company by the adverse publicity that will hinder/halt its operations. Therefore, advertisement of the Statutory Notice will be held in abeyance pending Arbitration.

## **DISPOSITION**

- 1. The Applicant's Application of 9<sup>th</sup> December 2019 is granted in the following terms;**
- 2. A temporary Injunction is granted to the Applicant to prevent and restrain the Petitioner from advertisement in print media pending Arbitration of the dispute.**
- 3. The Petition of 17<sup>th</sup> June 2019 is lawfully and legally filed and will not be struck off.**
- 4. The hearing and determination of the Petition is stayed pending parties/Counsel undertaking Arbitration as the dispute resolution mechanism not yet invoked yet contracted by the parties as their choice of forum under Clause 39 of the Shareholders Agreement.**
- 5. The Deputy Registrar Commercial & Tax shall forward forthwith this dispute to the Chartered Institute of Arbitrators Kenya Branch, Nairobi and parties through Counsel shall engage appointment of arbitrator(s) as per the Arbitration Clause in the Shareholder's Agreement and/or Section 12 of Arbitration Act.**
- 6. If the Arbitration process will not commence within 60 days from delivery of this Ruling, then the Petitioner is at liberty to commence the process of hearing and determination of the Petition and the Injunction shall lapse forthwith.**
- 7. Each Party to bear its own costs.**

**DELIVERED SIGNED & DATED IN OPEN COURT ON 19<sup>TH</sup> JULY 2021. (VIRTUAL CONFERENCE DUE TO CORVID 19 PANDEMIC MEASURES RESTRICTING OPEN COURT OPERATIONS AS PER CHIEF JUSTICE DIRECTIONS OF 17<sup>TH</sup> APRIL 2020)**

**M.W. MUIGAI**

**JUDGE**

**IN THE PRESENCE OF;**

**MS. KOSGEY H/B FOR MS. AHMED FOR THE RESPONDENT**

**MR. NYARIBO FOR THE APPLICANT**

**COURT ASSISTANT: TUPET**