



REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA

AT NAIROBI

MISCELLANEOUS NO. 718 OF 2014

NATIONAL BANK OF KENYA..... PLAINTIFF

VERSUS

KANG'ETHE GEORGE JOSEPH

NJUGUNA PAUL CHUCHU T/A

KANGETHE & COMPANY ADVOCATES.....DEFENDANT

JUDGMENT OF THE COURT.

Bank of Kenya By an originating summons dated 14/10/2014 brought under Certificate of Urgency by the plaintiff National Bank of Kenya (NBK) against Kang'ethe Joseph George and Njuguna Paul Chuchu T/A Kangethe & Co. Advocates, pursuant to the provision of Section 47 (1) of the Advocates Act, Order 52 Rules 4(1) (b) (c) and (e) and (2) of the Civil Procedure Rules and all other enabling laws; the Plaintiff National Bank of Kenya seeks from the Respondents who are advocates of the High Court of Kenya orders that

1. Spent
2. That this Honorable court do and hereby order the Defendant to immediately deliver up to the plaintiff the original Title in his/ lien possession, custody or relating to the property bearing Title number (CIS- MARA/EORR/-ENKITOK/502
3. That this Honorable court do and hereby order the Defendant to immediately deliver up to the plaintiff any other documents in his possession, custody or power relating to the property bearing the Title Number (CIS-MARA/EORR-ENG TOK/502
4. That costs of this suit be awarded to the Plaintiff.

Directions were given on 19/11/2014 that originating summons and supporting affidavit be treated as plaint and the Defendants responses be treated as the defence and the suit be determined by way of affidavit evidence and oral submissions.

The originating summons is supported by an annexed affidavit sworn by Ibrahim Kitoo on 14th October, 2014 and on the 21 grounds set out on the face of the originating summons and forming the basis of the claim herein by the Plaintiff against the Defendant, which I hereby set out as a facts of this case as pleaded in the following terms:-

It is alleged that on or about the 23rd day of April 1997, National Bank of Kenya Ltd hereinafter called the NBK or (the Bank) instructed the firm of Kangethe & Co. Advocates (the defendants herein to represent the Bank in a transfer and charge of the property known as ((CIS-MARA/EORR-ENKITOK/502 (hereinafter called the property).

The said property was intended to be transferred in favour of Mr. John Keen Kimintah who is now deceased and a charge of shs. 200,000 was to be registered simultaneous with the transfer in favour of the NBK Bank.

In order to effect the instructions, the Bank further instructed the Defendant Law firm to issue a professional undertaking to the firm Mereka & Co. Advocates in order to facilitate the release of the original title Document for the property into the Defendant's custody.

Subsequently, the defendant obtained the original Title over the property and forwarded a copy of the same to the Bank.

On 5th February 1998, the Defendants informed the Bank that they were in the process of finalizing the registration of the instrument in favour of the deceased John Keen Kimintah. On the basis of the representation made by the defendant advocates, and having executed the requisite Transfer and charge, the Deceased John Keen Kimintah occupied the property and began to make the necessary payments towards the charge assumed to have been registered on the property.

Later, on 12th August 2005, upon conducting an official search at the Lands Registry, the Bank discovered that the property had in fact not been transferred and or charged as per the instructions issued to the Defendants and the assurances received that the registration process was ongoing, way back in 1998.

In 2007, the beneficiaries of the Estate of the deceased John Keen Kimintah demanded for release of the original title document over the property in issue which demands have continued to be made against the bank to date.

It is alleged that since August 2013, the bank has made numerous requests to the Defendants advocates to release the subject title documents for the property to enable the Bank conclude the intended transfer in favour of the deceased's estate but no such documents are forthcoming from the Defendants yet a further search on the property carried out on 10th April, 2014 confirmed that indeed no such transfer was effected in accordance with the Bank's instructions to the Defendants.

Instead of the Defendants responding to the issue of non- registration of the property and therefore release of the original title documents, the defendants issued the Bank with a bill titled "**party and party Bill of Costs**" amounting to shs. 108,244.

In addition, the Defendants now allege that there are legal fees owed to them which claim is denied by the Bank.

It is alleged that the debt which was owed to the Bank by the intended chargor John Keen Kimintah (now deceased) has been fully serviced by his estate and the Bank is therefore by law under a duty to return to the administrators of the deceased's estate all the original title documents of the property in issue by effecting a transfer thereof, to enable the deceased's beneficiaries enjoy the full benefits of the property.

That the Bank has made several proposals to the Defendants for an amicable settlement of the matter but the Defendants have refused to address the substance of the matter and resorted to derogatory letters to the detriment of the beneficiaries of the estate of John Keen Kimintah.

As a consequence, the Bank is apprehensive that the Estate of the deceased John Keen Kimintah will sue the Bank for recovery of the original Title documents to the property hence it is in the interest of justice

and fairness that the prayers sought in the originating summons be granted as prayed.

The Annexed to the affidavit by Ibrahim Kitor are several documents forming the basis of documentary evidence to be referred to later in this judgment.

The plaintiff's claim was seriously contested by the Defendants/ Advocates who swore an affidavit on 17th November, 2014 by Kangethe George Joseph the 1st Defendant, attaching documentary evidence.

According to the Defendants they admit receiving instructions from the plaintiff Bank to prepare a charge instrument for one John Keen Ole Kimintah (now deceased) for a bank loan of shs. 200,000 to enable him purchase Land parcel No. LR CIS/ Mara Eorr Enkitok/2 and that pursuant to the said instructions, the defendant exchanged correspondence with the borrower's advocates M/s Mereka & Co Advocates, prepared the charge instrument and forwarded the same to the plaintiff for execution on 8/7/1997 but that ever since, nothing was heard from the plaintiff and that the defendant had on several occasions demanded payment of legal fees for services rendered but to date the plaintiff had never made any such payments. It is alleged that on 6/8/2014 the defendants wrote a demand for its legal fees by forwarding a bill of costs to the plaintiff bank herein for the services rendered which bill of costs is pending before the court for taxation and that it was only on 26/8/2014 when the plaintiff wrote to the Defendants purporting to withdraw instructions and seeking for the release of the original title documents, which documents according to the Defendants, the latter had a right of lien over as the Plaintiff had failed, refused and or neglected to pay for the legal services rendered 17 years after instructions were issued and carried out and as such, could not release the demanded documents, until payment is made in full for legal services rendered to the client which right is protected by law.

It is further contended that the plaintiffs' suit is frivolous vexatious, scandalous, and an abuse of the court process and that all the allegations contained in the OS are falseful, misleading, oppressive, scandalous and malafides and totally irrelevant to the core of the issue at hand.

That the plaintiff is not suited to purport to determine whether or not legal fees are due and cannot act as a taxing master and that to ask the court to release title documents in the pendency of a fee note is tantamount to asking the court to do an illegality.

In addition, that the plaintiff is guilty of laches and should not be aided by the court to equity due to indolence and unclean hands by the Plaintiff.

The depositions in the affidavit of the 1st Defendant were also replicated in the Defendant's Grounds of opposition dated 17th November, 2014 and filed in court on the same day.

The Defendants too relied on documentary evidence annexed to the Replying affidavit and which I will refer to later in this judgment.

Both parties also relied on a plethora of authorities in Support of their respective rival positions.

The suit herein proceeded to hearing on 19/11/2014 by way of oral submissions with Mr. Sisule and Miss Mabele representing the plaintiff and Mr. Waweru advocate representing the Defendants.

The submissions by both parties advocates mirrored the pleadings namely the originating summons and supporting affidavit and the Replying affidavit and the Grounds of opposition which I need not replicate here as they are well captured in the facts of this case as restated above.

Assessment of the evidence adduced:

From the pleadings alluded to above, the affidavit evidence and annexures attached to the affidavits, it is undisputed that there existed a client/ advocate relationship between the plaintiff Bank herein and the Defendants/ advocates, when the plaintiff did issue a letter of instructions to the defendants on 23/4/1997, instructing them “ **to give an undertaking to M/s Mereka & Co Advocates to pay shs. 200,000 after**

ownership of the parcel of land parcel No LR Cis- Mara/Eorr- Enkitok/52 had been transferred to John Keen Ole Kimintah, and in addition, to draw a charge of shs. 200,000 to be executed by the new owner". These instructions are contained in the Defence exhibit KGJ I. Upon receipt of the said instructions, the 1st Defendants wrote to the Plaintiff on 8/7/1997 acknowledging the instructions and confirming that he had executed the said instructions by preparing the charge documents for the signature of the chargor. The letter further states (as per KGJ2) that:-

" Kindly upon execution return the said documents for our necessary action.

We also wish to request you to give us full particulars in relation to the said matter to enable us give our undertaking to M/s Mereka & Co. Advocates.

Lastly, we enclose hereto our request for fees for your kind settlement.

Thank you.

Yours Faithfully.

Kangethe G.J. for Kangethe & Co Advocates."

On 5/2/1998, the defendants wrote to the plaintiff client confirming that they were in the process of finalizing the registration of the instrument to the new owner Mr. John Keen Ole Kimintah, and enclosed copy of the title document in question.

Earlier on 21st January 1998, the plaintiff had forwarded to the Defendants cheque no.000071 for shs. 200,000 for onward transmission to M/s Mereka and Co Advocates , while reminding the Defendants that upon finalization of the documentation on the named property CIS-Mara/Eorr- Enkitok/52, they should forward the same to the plaintiff for safe custody.

The defendants further exhibited several documentation in the nature of correspondences between themselves and the plaintiff and Mereka & Co Advocates to the effect that the matter had taken long and its conclusion was in doubt. The letters are dated 18/12/97, 24/11/97, 25/6/97, 28/5/97, 20/5/97.

Nonetheless, the letters of 21/1/98 and 5/2/1998 clearly showed that the issue of delay had been resolved and the money (loan) was finally advanced to the advocates for John Keen Kimintah, awaiting registration of the documents at the lands office and submission of the original title documents to the plaintiff for safe custody.

By annexure 1 KM 2 dated 5/2/1998 the defendants did confirm that indeed they were in the process of finalizing the registration of the instrument to the new owner Mr. John Keen Kimintah.

The whole matter then appears to have gone cold until the deceased's relatives started asking the bank to release the original title documents to the property after his death in 2003 and after they had cleared all the debt due and owing and obtained letters of grant to administer his estate.

From exhibit 1 K 4 a letter written on 20th November, 2013 by Neline S Kimintah, the deceased's daughter and received on 19/12/2013 by the bank, it is clear that the deceased's widow Mrs. Grace Kimintah had for over six years been asking for return of the original title documents to the land but the bank had been making empty promises to her. Further, there is evidence that with those incessant demands from the deceased John Keen's family for the release of the original title documents to the property, the Bank was provoked to request the same from the defendants for onward transmission to the deceased's family members as shown by the letters in exhibit 1 K 5 dated 17/10/2013 and 26/8/2013, to which the defendants never bothered to respond or demand payment of lien legal fees for the services rendered, or even claim that they had legal lien over the said documents for unpaid legal fees.

The search certificates exhibit 1K3 and 1K6 clearly show that as at 12/8/2005 and as at 10th April, 2013, there was no transfer or registration of the instruments as per the client's instructions to the advocate regarding the transaction on parcel no. CIS-Mara/Eorr- Enkitok/52. The question then is, what registration of instruments were the defendants finalizing as at 5/2/1998 and or what obstructed them from completing the intended transfer and registration of instruments for over 15 years from the date of 5/2/1998?

On the other hand, the plaintiff having confirmed on 12/8/2005 that indeed no transaction had been completed regarding the transfer and registration of the instrument as instructed to their advocates/ Defendants herein, nevertheless did not make any follow up with the defendants to establish the cause of the failure to carry out the instructions or even to recall the instructions or take any other appropriate action in the circumstances.

In addition, even after M/s Nellie Kimintah wrote to the Plaintiff a letter of demand on 20/11/2013, it took the plaintiff upto 1st July, 2014 as per exhibit 1K7 almost 8 months to start communication with the defendants, to remind them of their correspondence of 18th December, 1997 and 5th February 1998, and calling for the original title.

It is that letter of 1/7/2014 and the subsequent correspondences of 22/7/2014 (Ex 1 K7) that provoked the defendants herein to anger over the issue prompting some insidious communication between the two parties including the letters of 28/7/2014, 6/08/2014 and an undated bill of costs rendered attached to the letter of 6/8/2014 by the defendants

As titled ***“PARTY- PART BILL OF COSTS” asking for settlement cheque to enable progress of the matter to its logical and amicable conclusion.***

The plaintiff on the other hand by their letter dated 23/9/2014 insisted that they were not liable to pay any fee as the Defendants had not carried out any instructions regarding the transaction in issue; and threatened legal action as per Ex 1K9. True to their threat, the plaintiff did on 15/10/2014 take out the originating summons herein against the Defendants seeking for release of the original title documents to the property in the failed transactions. It is worth noting that throughout the acrimonious condescending correspondence between the two parties hereto, the Defendants never at any one moment admit or even deny holding the original title documents to the property in question.

However, by the replying affidavit filed on 17/11/2014, paragraphs 2 (vi) and 3 (iii), the defendants deposed thus “2 (vi) that on 29th August 2014, the Defendant responded to the letter in paragraph (v) above, stating expressly that it was exercising its right of lien as the plaintiff had failed, refused and or neglected to pay for the legal services rendered 17 years after instructions were issued and carried out and as such could not release the demanded documents,”

To the said paragraph is annexed Exhibit K J 5 dated 29/8/2014 in response to what the defendant called the plaintiff ***“long winded letter of 26/8/2014”*** on the subject. I have perused the said letter Ex K J 5 and I find no express claim of right to lien. It is evasively and abusively worded with threats and to say the least, outrageously uncalled for exchanges.

At paragraph 3 (iii), the defendant then expressly deposes that “3 (iii) *that an advocate has an inalienable right of lien, to wit, the right to withhold any property or documents in his possession belonging to a client until payment is made in full for legal services rendered to the client.*

The right is protected by statutes as well as a plethora of case Law”.

The defendant further rubbishes the entire paragraphs 1-28 of the plaintiff's supporting affidavit as ***“falseful, misleading, oppressive, scandalous and malafides and totally irrelevant to the core of the issue at hand”***

It is further worth noting that there was no demand for payment of legal fees by the Defendant against the plaintiff for the period 8/7/1997 to 06/08/2014 “**for the services rendered**” and it was not until 12th November, 2014 that an itemized bill of costs for shs. 120,390.00 was filed in the High Court Vide HC Miscellaneous Application no. 552 of 2014, 27 days after this suit was instituted against them for the release of the title documents.

The above assessment of the facts of this case brings me to the core of the dispute herein and identification of the main issues for determination which exemplify themselves as:-

1. Whether the defendant was justified in withholding the clients title documents for nearly 17 years.
2. Whether the defendants should be ordered to release the said title documents.
3. Who should bear the costs?

1. On Issue No. I

The defendants maintain that they are holding onto the client’s original documents as they have a right of lien over them for unpaid legal fees for the services rendered to the plaintiff client. In addition that the plaintiff is guilty of laches and not entitled to the orders sought conversely, the plaintiff contends that the defendants never carried out the instructions as given, to cause a transfer and registration of charge instrument on the suit property title in its favour, which instructions were accepted hence, the defendants have no lien over the original title documents and neither are they entitled to the claimed fees which are belatedly claimed.

According to the plaintiff, advocates fees only becomes due after it is taxed by the court if it is disputed and that since in this case there was no taxation, there is no amount due capable of attracting lien to the client’s property. They relied on the cases of **Simon Njumwea Maghanga Vs Joyce Jeptarus Kagongo (2013) Eklr** and **Beatrice N. Karanja Vs Njeri Kariuki**. In the latter case, **Hon. Justice Mwera J** held that advocates fees is only due after taxation.

And in **John Karungai Nyamu Vs MNU & Associates Advocates**, Where the court held that an advocate had no right to fees before taxation hence there can be no lien where there is no right.

Relying on another decision in **Mutari Maseki Vs Imran Naushad Nanji & Another**, where it was held that the right of lien of an advocate exists over a clients property but that in this case the title being held does not belong to the plaintiff client hence the advocate cannot have a right over it. Citing **NBK Vs E Muniu Kamau & Another**, counsel for the plaintiff submitted that lien in the case of an advocate and client is special and is different from lien between the two parties and that it is because of that special nature that Order 52 of the Civil Procedure Act was enacted. Further, that the court is given wider latitude under Order 52 to deal with cases of this nature to address specifically the issue of fees by ordering for taxation of fees between client and advocate and determine whether there is lien.

In addition, that the court can order release of title notwithstanding the right of the advocate to any fees due from the client.

The defendant’s counsel maintains that the suit as filed is bad in law and that the plaintiff is guilty of laches for bringing the suit after 17 years. That the plaintiff was made aware of the unpaid legal fees before institution of this suit.

On lien, he relied on **Kivuwatt Ltd & Another Vs Customs Service Department** citing Halsbury’s Laws of England 4th Edition Vol 28 at page 227 that

“A general lien entitles a person in possession of chattels to retain them until all claims or accounts of the person in possession against the owner of the Chattel are satisfied”.

Citing **Kilimani Junior Academy Ltd Vs SM Nzioki Taxi consultants**, on observation by Mabeya J that “ *a party is entitled to retain the documents that were supplied to him until his debt is satisfied*”.

Further, the defendant relied on All England Law Reports in **Barrat Vs Gough- Thomas** that a solicitor can claim lien on title documents in his custody against a person demanding their delivery if, but not unless at the date of such demand his possession of them is referable to the relationship of solicitor and client between himself and the claimant.

He urged the court to dispel the notion that since the title is not in the name of the plaintiff then the defendant could not have lien over it for non payment of legal fees for services rendered and that therefore it should be released unconditionally since the title came into possession of the defendant through his relationship with the plaintiff as its client.

Mr. Waweru dismissed the cases relied on by the plaintiff as being irrelevant since they concerned contempt of court in the case of Simon Maghanga whereas the **NBK Ltd Vs W. Muriu Kamau & Another** concerned mistake on the part of an advocate who received instructions so it could not be applicable, maintaining that the gist of the suit herein was to coerce and embarrass the defendants.

Determination of Issue No. 1

From the evidence on record, it is not disputed that the plaintiff instructed the defendant and the latter accepted to undertake certain tasks for the client relating to the transfer and registration of title No. LR CIS/MARA EORR ENKITOK/502 in favour of the deceased John Keen Kimintah.

Albeit the time frame for the exercise was not indicated in the instructions. It is clear that the transaction having involved a loan advancement in the sum of shs. 200,000 in favour of the loanee, no doubt, the transfer and registration was expected to be effected within reasonable period of time. In this case, regrettably, it took forever and 17 years down the line; there is no semblance of such registration or transfer. Instead, the original documents as submitted to the advocate/ defendant remain in their possession. They now claim, after the said 17 years and after the deceased had cleared the loan and is since demised, when his family requires the original title documents to prove ownership of title by deceased, that they are owed legal fees!

I have no doubt that the instructions given to the defendant were not carried out to completion and the defendant cannot wake up 17 years later to claim that the reason was non- payment of legal fees.

There is no evidence as to how much legal fees was agreed upon as due and payable for carrying out of the instructions and further, there is no evidence that the defendant advised the plaintiff that he could not carry out the instructions until full legal fees was paid in advance, in view of the letter of assurance given on 5/2/1998 that they were in the process of registering the instruments in question.

Nothing prevented the defendants from 5/2/1998 to the time the plaintiff sought return of the original documents, upon discovery that the said instruments were not registered as instructed, to demand for their ‘unpaid’ fees for the work done. And when plaintiff recalled the instructions and documents, the defendant pleads laches and that he was not pro bono advocate.

If there was any disagreement over any unpaid fees, it would not have taken 17 years for the defendant to be woken up to demand for the same.

In Halsburry’s Laws of England, 4th Edition paragraph 114 as to the solicitor’s undertaking to finish the business for which they were retained, and in **Underwood son & Piper Vs Piper Vs Lewis (1894) 2 QB 306, Lord Esher** had this to say:-

“ A solicitor is a skilled person, and it would be of no use to employ him except for the purpose of taking all the steps necessary to bring the suit to an end. If that is the nature of his employment, his contract is an entire one to carry on the action to its conclusion”.

As I have stated, there is no evidence of negotiation or agreement for fees payable for the work as instructed. The defendant has not assisted the court either as the purported fee note sent in 1997 has not been exhibited and neither is there any indication that the purported fee note was ignored by the plaintiff giving rise to the stalemate for 17 years.

And even if there was no agreement on the fees payable under section 45 of the Advocates Act, the defendant could still demand for his fees as provided for under the Advocates Remuneration order which was not the case here. In view of that this court finds that there was no justification for the defendant to purport to exercise a lien over the title documents to the property in question as the defendant advocate failed, neglected and or refused to render his services to the plaintiff client as agreed. In any event, nothing obstructed the defendant from presenting his bills of costs in court for taxation against the client, in the event that the client was unwilling to settle the same amicably.

It did not have to wait until title documents are demanded in 2013 and or suit herein is instituted in October 2014 for the defendant to lodge his bill in November 2014 and use the same as a defence which I find was calculated to scuttle the plaintiff's suit.

Although, the defendant alleges falsehoods, misleading, oppression, scandals and malafides, against the plaintiff, he has not set out any of those details or enumerated any of those falsehoods or evidence of misleading or oppressive, scandalous and or malafides against him and their law firm by the plaintiff Bank.

There is no evidence that the defendant performed all his obligations under the terms of reference set out in the instructions letter dated 23rd April, 1997. There is no evidence that there was any error in the documents leading to their non- registration and return to the client for correction.

And even if there was the issue of non payment of fees hence the advocate claiming the right of lien, no explanation has been offered for failure to register the said documents for 17 years. Could they have waited for their fees for that long before concluding or completing the performance of instructions as given. There having been no issue of outstanding fees between 1998 and 2014, I find that the defendant who has now admitted withholding the plaintiff's title documents submitted to him for registration had no justification whatsoever to hold them by way of lien as against the payment of his non-existent outstanding fees for all that period.

In my view, the defendants' conduct is unbecoming of the person of an advocate and hell bent to frustrate the plaintiff who now requires surrender of the documents that were being demanded by the deceased's family. Had the deceased and his family not been honest in servicing the advanced loan, the bank would no doubt have suffered loss as no charge was registered against the property for the advanced sum of shs. 200,000 as contemplated in the loan facility and instructions to the defendant.

Furthermore, section 47 (1) of the Advocates Act allows an advocate to file his bill of costs for taxation where there is no agreement reached under section 46 of the Act.

That is a matter that will then be tackled by the taxing officer and therefore this court shall not purport to entertain a dispute as to fees if any as between the parties hereto.

In addition, the authorities referred to by both parties in their submissions on whether or not the advocate is entitled to any fees for "work done" are best considered in taxation proceedings pending before the taxing officer and where a party is dissatisfied with the decision of the taxing officer, they are at liberty to file a reference to a judge in chambers pursuant to paragraph 11 of the Advocates Remuneration Order.

Even considering what the Defendants claim to the outstanding bill of costs as annexed to his affidavit, and as filed for taxation compared to the cost of this litigation and any other suit that may be contemplated by the administrators of the deceased John Keen Kimintah against the Bank, and conscious of the fact that the National Bank of Kenya is a financial institution of no small means capable of settling a bill of shs. 120,390 lodged against it, and as it has not been shown that the bank is on the brink of

collapse or incapable of settling the bill if proven to be valid and competent by the court, it would not be in the interest of justice to deny the plaintiff the orders sought at the altar of only shs. 120,390.

Furthermore, the defendants have already filed their bill of costs in court for determination and once determined, there is a whole legal regime and procedure provided for under the Advocates Remuneration Order and the Civil Procedure Act and Rules for enforcement for recovery of the same which costs, as I have stated, had never been claimed and if at all they remained outstanding then it was because of the defendant's own complacency to claim and or have the same taxed hence, he cannot be allowed to continue holding onto the plaintiff's documents submitted to him for purposes of executing the client's instructions of 17 years ago.

This, is my view, a proper case for the exercise of the court's discretion in favour of the plaintiff and hasten to add that it matters not that the documents withheld do not belong to the bank. They were supplied to the bank as security for the loan advancement and facilitate a business transaction. The bank had a proprietary interest in the land that is the subject of the title documents and the client has a right to recover them from the bank.

The above expositions settles the issue of whether or not the Defendant should release the withheld documents to the bank.

Accordingly, I grant the prayers sought in the originating summons dated 14th October, 2014 and order that

1. The Defendants herein do immediately deliver up to the plaintiff original Title documents in their possession, custody or power relating to land parcel no. CIS- MARA/EORR- ENKITOK/502 and or any other documents in the possession, custody or power relating to the said title or property.
2. As both parties were not vigilant in this matter prior to the filing of this suit I order that each party shall bear their own costs of this suit

Dated, Signed and delivered at Nairobi this 2nd day of February, 2015.

R.E. ABURILI

JUDGE

2/2/15

Coram: Hon. Aburili J

CC- Kavata

Miss Mabele for Plaintiff/ applicant

N/A for Respondent/ Defendant

Court- Judgment read and pronounced in open court as scheduled at 2.30 pm

R.E. ABURILI

2/2/2015