



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT NAIROBI

ELC CASE NO. 250 OF 2019

FARMERS TRUST LIMITED.....PLAINTIFF

VERSUS

THE REGISTERED TRUSTEES OF

AGRICULTURAL SOCIETY OF KENYA.....DEFENDANT

RULING

1. The Plaintiff entered into a Concession Agreement dated 25/4/2013 with the Defendant for the redevelopment of facilities at fifteen showgrounds across the country owned by the Defendant. The Plaintiff claimed that it expended huge amounts of money in meeting its obligations under the Concession Agreement but that the Defendant refused to honour its obligations and attempted to resile from the agreement. The dispute was referred to arbitration by the International Chamber of Commerce, International Court of Arbitration (ICC) which suggested that parties attempt mediation before commencing the formal arbitration process.

2. The Plaintiff filed the application dated 31/7/2019 contemporaneously with the plaint, seeking an order of interim injunction to be confirmed into a permanent injunction after hearing, as an interim measure of protection to restrain the Defendant or its agents from alienating by way of leasing, licensing, transferring, developing or in any way changing the status or character of any of the suit premises contemplated under the Concession Agreement, or extending the user of any of the titles or parting with possession or vesting any rights on any third party pending the hearing and determination of **ICC Arbitration case No. 23993/TO of 2018**.

3. The application was made on the grounds that the Defendant had issued notices in the media notifying the general public of its intention to seek extension of user of some of the properties which are the subject matter of the Concession Agreement as well as the ICC arbitration. The Plaintiff contended that the Concession Agreement contemplated the extension of leases and extension of user for the Plaintiff only and the Defendant's actions were an attempt to act to the prejudice of the Plaintiff and to prejudice the subject matter of the arbitration. Further, that the Concession Agreement preserved to the Plaintiff the use of the Defendant's assets listed in the Concession Agreement and the Defendant was forbidden from creating any other interests inconsistent with those of the Plaintiff under the Concession Agreement.

4. The Plaintiff attached a schedule listing the various showgrounds under three categories, those with title deeds, those with letters of allotment and those awaiting gazettelement. The application was supported by the affidavit of Yvonne Oerlemans, the Plaintiff's Managing Director who deponed that the Plaintiff successfully bid for the redevelopment of the Defendant's 15 showgrounds situated across the country and was granted a 60 year concession to develop the sites. The services for which the Plaintiff was contracted included designing, constructing, financing and maintaining the new facilities at the showgrounds; operating and maintaining hotels, restaurants, museums, galleries and related activities; operating and maintaining trade centers to be used by the companies exhibiting goods as well as warehouses where exhibitors would store their merchandise; and all matters ancillary to the running of the showgrounds in accordance with the agreement. The Plaintiff was to occupy the showgrounds save for reserved sites and the Defendant was to grant it leases over the showgrounds for a term of 60 years. The Defendant was required to procure the leases from the Government of Kenya for terms not less than 60 years and extension of the term where the leases had terms lesser than 60 years.

5. The Plaintiff claimed that the Defendant refused to seek extension of user or change of user for some of the suit premises making it impossible for the Plaintiff to have legal rights over the showgrounds. The Plaintiff claimed that it made payments to the Defendant amounting to USD 489,963 as concession fees in good faith before fulfilment of the conditions precedent by the Defendant. She deponed that the payments the Plaintiff made to the Defendant were intended to facilitate the Defendant so that it could obtain change of user of the showgrounds, undertake survey work, produce a master plan and fund the required Environmental Impact Assessment in order to obtain the change of user.

6. She averred that by a letter dated 16/1/2018, the Defendant through its advocates Lilan and Koech Associates indicated that it had terminated the Concession Agreement with effect from 27/10/2016 citing the reason that the Plaintiff had breached the agreement by changing the control of the company. The Plaintiff denied that this had happened or that its shareholders had transferred control of the company. Attempts to resolve the dispute amicably failed prompting the Plaintiff to refer the matter to arbitration. The Plaintiff also registered a caveat against the Nairobi Showground.

7. The Plaintiff's Managing Director averred that in a surprise move, the Defendant placed an advertisement in the local newspapers seeking extension of user for some of the properties in Kisumu and Mombasa showgrounds, which form part of the subject matter of the arbitration. She further deponed that the Defendant was boasting that it had deliberately refused to obtain extension of user under the Concession Agreement but that it now wished to pursue other illegal options. She annexed a copy of the Concession Agreement together with the correspondence exchanged between the advocates' regarding the termination of the Concession Agreement. She also annexed copies of the public notice for extension of user for Kisumu Showground and Mombasa Showground issued under the Physical Planning Act.

8. The Defendant filed an application on 27/9/2019 seeking to have the suit struck out on the grounds that the prayers sought in the application dated 31/7/2019 were the same prayers sought in the plaint and that a determination of the application would wholly dispose of the main suit. It contended that the suit was misconceived, vexatious, a multiplicity of proceedings and an abuse of the court process. It further contended that there was no reasonable cause of action against it and that the suit ought to be summarily struck out in the wider interest of justice. The Defendant filed a notice of preliminary objection contending it was not a legal person capable of being sued in its own name. Further, that the suit was incompetent, a non-starter in law, a legal nullity and that the court lacked jurisdiction to determine the dispute.

9. In response to the Defendant's application and the preliminary objection, the Plaintiff filed grounds of opposition on 26/2/2020 in which it contended that the preliminary objection was in actual fact grounds in opposition to the Plaintiff's application dated 31/7/2019 and that there were contested matters of fact. The Plaintiff indicated that the Defendant's Chief Executive Officer who caused the drafting and execution of the Concession Agreement described the Defendant as a body corporate duly constituted under the Trustees (Perpetual Succession) Act and added that the Defendant had not come to court with clean hands and was abusing the court process. The Plaintiff urged that the Court of Appeal had made a determination that the Defendant cannot raise the preliminary objection regarding its legal standing which is a contested matter of fact. The Plaintiff surmised that the Defendant's application was calculated to delay the hearing of its application dated 31/7/2019. It argued that the Defendant's application contravened Sections 7 and 22 of the Arbitration Act and added that the Arbitration Act allowed a party to seek interim measures of protection while pursuing arbitration.

10. Yvonne Oerlemans swore the affidavit in reply to the Defendant's application and produced the bundle of correspondence from the ICC Arbitration Chamber to confirm that the arbitration had commenced. She deponed that when dealing with an application for interim measures of protection, a court does not investigate the merits of the arbitral dispute and that it was enough that a formal arbitral process existed. She averred that the Defendant had misapprehended the jurisdiction of the court and had invited the court to consider the facts and merits of the pending arbitration which is not permissible.

11. Batram M. Muthoka swore the Defendant's replying affidavit in opposition to the Plaintiff's application dated 31/7/2019. He averred that the Plaintiff breached the Concession Agreement by failing to pay the concession fees as required and by changing its majority control on shareholding by allotting majority shares to third parties. He averred that the Defendant terminated the Concession Agreement following which the Plaintiff moved to the International Court of Arbitration. He annexed documents from the ICC dated 30/11/2018 to demonstrate that the arbitral proceedings had been stayed at the time this suit was filed. He was emphatic that the Concession Agreement had not been reinstated. He averred that following the termination of the Concession Agreement the Defendant moved on and undertook various developments on its properties and gave the example of its head office, stating that upon securing approval for change of user it had developed an ultra-modern Expo hall which was nearing completion at a cost of over Kshs. 600,000,000/=.

12. The Defendant contended that as the owner of the properties it had a duty to ensure maximum use of its assets by undertaking developments it deemed fit and maintained that the Plaintiff had no legal right over the properties that could clog the Defendant's development over its properties. On its duty to seek 60 year leases, the Defendant maintained that the Concession Agreement did not require it to secure extension of leases immediately upon executing the Concession Agreement. It maintained that the issue of lease registration does not arise in these proceedings or the arbitral proceedings. The Defendant argued that after it terminated the Concession Agreement it went ahead and engaged in other development endeavours which would make the order sought by the Plaintiff for specific performance untenable in the circumstances. The Defendant added that there was no order made in the suspended arbitral proceedings which prohibited it from transacting over its properties and emphasised that the Plaintiff had no rights over its properties.

13. Batram M. Muthoka swore the further affidavit filed in court on 2/3/2020 in which he averred that at the time this suit was instituted the arbitral proceedings had been stayed at the Plaintiff's request. He added that the Plaintiff had failed to meet the deadline for payment of the outstanding filing fees for the arbitration. He adverted to the Plaintiff's letter of 29/2/2020 seeking time from the ICC to remit payment of the filing fees citing unforeseen circumstances. He maintained that the arbitral proceedings had not been revived.

14. Parties filed submissions which the court has considered. The Plaintiff submitted that it seeks to preserve the subject matter of the arbitration being conducted by the ICC Court in Paris so that by the time the arbitration is heard and determined, the subject matter will not have been compromised as this would in effect render the Plaintiff's success in the arbitration nugatory. The Plaintiff submitted that the matters for consideration in the grant of interim measures of protection were well settled and that the Defendant had misapprehended the legal tenets applicable and was instead inviting the court to enter into a full blown consideration of the merits of the case before the Paris arbitral tribunal.

15. The Plaintiff submitted that it had demonstrated the existence of arbitral proceedings which satisfies the first limb for the grant of interim measures under Section 7 of the Arbitration Act. The Plaintiff submitted that the determination as to whether the alleged termination of the Concession Agreement was valid or not was a decision exclusively for the Paris Arbitral Tribunal and that this court was obligated to treat the Concession Agreement as valid and current until the arbitral tribunal decides otherwise. It relied on the case of **Lagoon Development Limited v Beijing Industrial Designing and Research Institute [2014] eKLR**. The Plaintiff submitted that the Defendant's admission that it was in the process of constructing a development worth 600,000,000/= was a clear violation of the terms of the Concession Agreement and was an issue to be determined by the arbitral tribunal.

16. The Plaintiff also relied on the case of **Seven Twenty Investments Limited v Sandhoe Investment Kenya Limited [2013] eKLR** in which Angote J. stated that the issue of whether or not there is a dispute or whether or not there would be losses by either side was not a factor for a court to take into consideration when considering whether or not to grant an interim measure of protection to safeguard the

subject matter of the proceedings. The court went on to state that all a court should be interested in was whether or not there was a valid arbitration agreement and if indeed the subject matter of the arbitration was in danger of being wasted or dissipated so as to preserve it pending the determination of the arbitral reference.

17. The Plaintiff submitted that the Defendant had dedicated its time to arguing about the relative damage or losses to be suffered or claimed by the parties which are not issues this court should consider in determining the instant application. It contended that third parties whom the Defendant wishes to issue licenses and leases to cannot interfere with vested rights of parties in arbitration. On the Defendant's contention that the Plaintiff should have exhausted other remedies, the Plaintiff submitted that the alternative dispute resolution mechanism was not within the contemplation of parties when they entered into the Concession Agreement. The Plaintiff urged the court to grant the interim relief for it contended that it had established that there was an ongoing arbitration in Paris and based on the Defendant's admission that it intended to construct permanent structures which would prejudice the subject matter of the arbitration and render the outcome of the arbitral proceedings nugatory if the Plaintiff succeeded in the arbitration. It added that if the Defendant issues rights to third parties in contravention of the Concession Agreement, it would hamper the remedy of specific performance which the Plaintiff seeks in the arbitration. The Plaintiff contended that one cannot urge the dismissal of a claim before the interim measures of protection have been determined. The Plaintiff urged the court to dismiss the Defendant's application.

18. The Defendant relied on the case of **Safaricom Limited v Ocean View Beach Hotel and 2 Others [2010] eKLR** on the essentials which a court ought to take into account before issuing interim measures of protection. The Defendant did not dispute the existence of arbitration agreement but submitted that the subject matter of the arbitration was the lawfulness or otherwise of the termination of the Concession Agreement.

19. It contended that the subject matter of the dispute was not the existence and execution of the Concession Agreement nor was it the Plaintiff's rights over the land targeted under the terminated Concession Agreement. It maintained that the Concession Agreement had been terminated and parties were therefore discharged from their respective obligations under that agreement. It pointed out the fact that the Plaintiff had not remitted any further concession fees since the agreement was terminated and added that the Plaintiff had not settled the outstanding concession fees which were due at the time of termination amounting to Kshs. 44,036,600/=. The Defendant submitted that the subject matter of the arbitration, which is the validity of the termination of the Concession Agreement was not under any threat because the termination extinguished each party's obligations when the agreement was brought to an end.

20. The Defendant maintained that its engagement in the acts sought to be restrained would not in any way interfere with or threaten the determination of the question before the arbitral tribunal. The Defendant referred to the prayers sought by the Plaintiff in the request for arbitration which are specific performance and monetary compensation and urged that the Plaintiff had failed to show that the Defendant will be unable to pay the arbitral award in the event that the Plaintiff succeeded in its quest for monetary compensation. The Defendant urged that the Plaintiff had already quantified its loss and damage in the event that the arbitration tribunal found that the termination of the Concession Agreement was unlawful. It contended that the Plaintiff had not been exposed to irreparable loss to necessitate the grant of an injunction to restrain the Defendant from utilising its assets worth billions of shillings during the pendency of the arbitration proceedings.

21. Further, the Defendant contended that the Concession Agreement did not create any interest over the Defendant's properties in favour of the Plaintiff but that it only provided that the parties were to enter into lease agreements and it was not in dispute that no leases were entered into between the Plaintiff and the Defendant. It argued that if the Concession Agreement was sufficient to create interests over its land in favour of the Plaintiff there would have been no reason for the agreement to provide at clause 6.1.2 that the Plaintiff would be granted leases. The Defendant urged that there was no basis for restraining it from utilising its parcels of land there being no interest created in favour of the Plaintiff over its land coupled with the fact that the Concession Agreement was terminated.

22. The Defendant concurred with the Plaintiff that it was not for this court to determine the merits or otherwise of the arbitration. The Defendant contended that there had been inordinate delay on the part of the Plaintiff who moved this court a year and half after the Concession Agreement was terminated. Further, the Defendant contended that it had previously placed other advertisements for extension of user over its Nairobi property on 23/12/2017 which the Plaintiff did not challenge. It contended that the extension of user was processed in line with the applicable laws and approvals granted by the City County of Nairobi and the National Environment Management Authority (NEMA) following which it commenced mega development of the Expo- hall at Jamhuri Park showground. It contended that the Plaintiff was aware of the development of its properties and did not raise any objection. It went further to contend that the Plaintiff was financially unable to raise the concession fees due to the Defendant as well as the filing fees required at the ICC. It contended that the Plaintiff had not provided security measures for the loss and damage the Defendant may suffer if it turned out that the injunction should not have been granted in these proceedings.

23. It contended that the dispute before the arbitration tribunal was not on the terms of the Concession Agreement but rather it was on the termination of that agreement. The Defendant added that the Plaintiff had failed to demonstrate how the Defendant's advertisement of its application for extension of user would affect its rights. It also contended that the acts complained of had already been executed and had taken effect which meant that the prayer for injunction had been overtaken and the court should not therefore grant an order in vain since there is nothing to stop.

24. The Defendant contended that the statutory notices it placed invited persons aggrieved by the notices to object to the County Government under the Physical Planning Act and that the Plaintiff should have exhausted the statutory mechanisms under that statute based on the exhaustion doctrine before moving this court. It urged that there was no future thing that can be restrained by a court order. It further contended that this court can only possibly issue the orders sought after making a finding that the termination of the Concession Agreement was unlawful and reinstating the terms of that agreement. This issue can only be dealt with by the arbitral tribunal and the court would be usurping the powers of the arbitral tribunal if it dealt with this issue.

25. Further, the Defendant contended that its only source of income to enable it run its operations was the leasing, licensing and partnering with third parties in respect of its properties and that if this court were to grant the orders sought by the Plaintiff it would affect third parties who are not participating in these proceedings. It contended that to grant an injunction against its properties over uncertain arbitral proceedings whose date of conclusion is unknown would not only paralyze its operations, but it would also cause its total collapse. The

Defendant faulted the Plaintiff for seeking to freeze its operations without demonstrating its capacity to clear the outstanding concession fees amounting to USD 440,366. The Defendant urged the court to allow its application and dismiss the Plaintiff's claim.

26. The main issues for determination in the two applications are whether this court should strike out the suit on the grounds sought by the Defendant or whether it should grant the permanent order of injunction as an interim measure of protection to restrain the Defendant or its agents from alienating through leasing, licensing, transferring or parting with possession, developing or in any manner changing the character of the suit premises that were the subject matter of the Concession Agreement without the Plaintiff's consent.

27. The main ground on which the Defendant seeks to have the suit struck out through its application dated 23/9/2019 is that the suit seeks the same prayer as what is sought in the Plaintiff's application dated 31/7/2019 and that the determination of the Plaintiff's application for interim orders of protection will wholly dispose of the suit. Section 7 of the Arbitration Act empowers a party to request the court for an interim measure of protection before or during arbitral proceedings. Looking at the reliefs sought in the plaint, it is clear that they are the same orders sought by the Plaintiff in its application for interim measures of protection.

28. While it is true that a determination of the Plaintiff's application for interim measures will dispose of the suit, the court is not persuaded that the suit ought to be struck out as the Defendant contends. Rule 2 of the Arbitration Rules 1997 stipulates that an application under Section 7 of the Arbitration Act shall be made by summons in the suit. Rule 11 incorporates the Civil Procedure Rules to proceedings under the Act where they are appropriate. Rule 2 therefore presupposes that there must be a suit in existence in which the application for interim measures of protection can be requested for pending the arbitration. In this court's view, once the application for interim measure of protection is determined then the suit will be spent. The court declines to strike out the suit. Each party will bear its costs for that application.

29. As Nyamu JA observed in **Safaricom Limited v Ocean View Beach Hotel Limited and 2 Others [2010] eKLR**, interim orders of protection are intended in principle to operate as holding orders pending the outcome of the arbitral proceedings. The Judge went further to give some of the essential issues which the court ought to take into consideration before issuing interim measures of protection. These are the existence of an arbitration agreement, whether the subject matter of the arbitration is under threat, the appropriate measure of protection after assessing the merits of the application and lastly, the duration of the measure of protection. The court must not undermine the arbitration or its outcome.

30. It is not in dispute that the Concession Agreement provided for arbitration in the event of a dispute and that the Plaintiff has already referred the dispute to arbitration by the ICC following the Defendant's termination of the Concession Agreement. The request for arbitration was made on 11/10/2018. The Defendant strenuously urged that the arbitration proceedings had been stayed owing to the Plaintiff's failure to pay the filing fees within the stipulated time. The court's understanding of the scenario is that the arbitration proceedings are still on and have not been terminated as the Defendant did not appear to suggest that the arbitration proceedings at the ICC had been abandoned altogether. There is no doubt that an arbitration agreement does exist and that the arbitration has commenced.

31. The Defendant contended that the subject matter of the arbitral proceedings was the lawfulness or otherwise of the termination of the Concession Agreement. It urged that the subject matter of the arbitral proceedings was not under threat because the parties were discharged from their obligations on termination of the Concession Agreement.

32. The reliefs the Plaintiff seeks from the arbitral proceedings are an order for specific performance and in the alternative, that the Defendant pays the Plaintiff US\$489,963 which the Plaintiff paid as concession fees plus interest, US\$ 1,285,714.29 being additional expenses incurred by the Plaintiff and damages of US\$ 800,000,000 being the profits the Plaintiff would have made from the concession. The Defendant contended that the monetary compensation the Plaintiff seeks from the arbitral tribunal is quantifiable and urged that the Plaintiff had not demonstrated that it would not be in a position to pay whatever monetary award the arbitral tribunal may award the Plaintiff if it succeeds. The court agrees with the Defendant on this limb of its argument save to add that if the Plaintiff were to succeed in the arbitration and the ICC were to grant an order for specific performance of the Concession Agreement then the Defendant would have to meet its obligations under the Concession Agreement because the Concession Agreement would have been effectively restored.

33. Specific performance of the Concession Agreement would entail the Plaintiff providing the services in the showgrounds for the agreed term under the Concession Agreement in consideration of the Plaintiff paying the concession fees. In this court's view, the subject matter of the arbitration can be summed up as whether the Defendant lawfully terminated the Concession Agreement and if it did not, what reliefs should be granted to the Plaintiff by the ICC. Specific performance of the Concession Agreement will be impossible if the subject matter of the Concession Agreement will have been transferred or otherwise dealt with in a manner that would render it impossible to perform the Concession Agreement.

34. Turning to the appropriate measure of protection, the court notes that the Defendant terminated the Concession Agreement vide its advocates' letter of 16/1/2017 which indicated that the termination took effect on 27/10/2016. The application for interim protection pending arbitration was filed on 31/7/2019. The Defendant submitted that it had moved on and developed its properties while giving the example of the ultra-modern Expo Hall with auxiliary facilities that was almost complete at the Jamhuri Park in Nairobi at a cost of Kshs. 600 Million while faulting the Plaintiff for the inordinate delay in bringing the application for interim measures. If that be the case then the court cannot restrain the Defendant from completing the Expo Hall. The Defendant did not provide details of any other developments it had carried out on any of its other properties that formed part of the Concession Agreement.

35. The Plaintiff sought to have the Defendant restrained from leasing, licensing, transferring, developing or in any way changing the status or character of any of the suit properties contemplated in the Concession Agreement or extending the user of any of the properties or parting with possession or vesting any rights on any third party. Clause 6 of the Concession Agreement provided that the Plaintiff would occupy the showgrounds except for the reserved sites progressively for purposes of providing the services under the Concession Agreement. The Defendant was to execute 60 year registrable leases in favour of the Plaintiff under the agreement. Clause 6.1.3 prohibited the Defendant from encumbering the land or creating any interests over the showgrounds without the prior written consent of the Plaintiff.

36. The suit properties contemplated under the Concession Agreement which was for a term of 60 years from 25/4/2013 are set out in the

schedule to the agreement. Part (i) of the First Schedule listed the showgrounds with title deeds, part (ii) set out the showgrounds with letters of allotment while part (iii) gave the showgrounds awaiting gazettelement. The Defendant could only possibly execute showground leases in favour of the Plaintiff after procuring registration and issuance of leases over the properties at part (ii) and (iii) of the First Schedule.

37. It would be counterproductive and futile to prohibit the Defendant from pursuing registration in its own name of the showgrounds which only have letters of allotment or those awaiting gazettelement. The Concession Agreement contemplated that the Plaintiff would get subleases of the showgrounds with the Defendant as head lessor. The Concession Agreement certainly reserved some sites which were to be excluded from those the Plaintiff was to occupy as can be discerned from clause 6.1 which provided that the concessionaire was to occupy the showgrounds progressively except for the reserved sites.

38. Clause 6.1.3 barred the Defendant from granting any encumbrance over or creating interests over the showgrounds without the Plaintiff's prior written consent which the Plaintiff was not to withhold if it was not inconsistent or would not be detrimental to the Plaintiff's rights, interests or obligations. Clause 6.1.4 enjoined the Defendant to procure extension of leases or change of user of the showgrounds while clause 6.1.5 required it to procure leases from the Government of Kenya for the showgrounds for 60 years and extension of leases where the remainder of the leases was less than 60 years.

39. The First Schedule listing the showgrounds covered by the Concession Agreement gave the acreage of the land held by the Defendant and specified on the last column the land that was available for development immediately. For instance the land the Defendant held in Nairobi was 127.7 ha out of which 170 acres was available for development immediately. This demonstrates that the Plaintiff was not expected to develop the whole of the Defendant's land under the Concession Agreement. One would suppose that the specific portions on which the Plaintiff was to carry out the services contemplated under the Concession Agreement were agreed upon and were clear to both parties.

40. After a careful assessment of the merits of the application filed by the Plaintiff and the response of the Defendant, the court is persuaded that the subject matter of the arbitration is under threat. With a view to not undermining the arbitration or the outcome of the arbitration, this court is inclined to grant an interim measure of protection directed at the Defendant, its agents and servants enjoining the Defendant not to lease, license, transfer, develop, part with possession, vest its rights on any third party or otherwise change the character of the land specified in the First Schedule to the Concession Agreement without the express written consent of the Plaintiff in accordance with the Concession Agreement for a period of 18 months pending hearing of the ICC Arbitration Case No. 23993/TO of 2018.

41. In the court's view 18 months affords the Plaintiff ample time to expedite or fast track the hearing and determination of the arbitration before the ICC. The order of injunction granted by this court will only apply to the specific portions of the Defendant's land on which the Plaintiff was to develop under the Concession Agreement and will not extend to the Reserved Sites or the portion of the Nairobi showground within Jamhuri Park on which the Expo Hall with the auxiliary facilities has been developed by the Defendant. Each party will bear its costs for the application and of the suit.

Dated and delivered virtually at Nairobi this 19th day of August 2020

K.BOR

JUDGE

In the presence of:-

Ms. V. Kemunto holding brief for Ms. Z. Janmohammed for the Plaintiff Mr. A. Wafula holding brief for Mr. B. Milimo for the Defendant

Mr. V. Owuor- Court Assistant