



**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA AT NAIROBI**  
**JUDICIAL REVIEW DIVISION**  
**JR APPLICATION NO. 186 OF 2014**

REPUBLIC .....APPLICANT

VERSUS

THE DISCIPLINARY COMMITTEE LAW SOCIETY OF KENYA.....RESPONDENT

AND

MARY NYAMAIZI OSUNDWA.....INTERESTED PARTY

**EX-PARTE CHARLES LUTTA KASAMANI**

**JUDGMENT**

1. The Ex parte Applicant, Charles Lutta Kasamani is an advocate of the High Court of Kenya practising law in Nairobi. The Respondent is the Disciplinary Committee, the Law Society of Kenya.
2. On 21<sup>st</sup> May, 2014 the Applicant sought and obtained the leave of the Court to commence judicial review proceedings. By a Notice of Motion application dated 30<sup>th</sup> May, 2014, the Applicant prays for an order that **“the Court do call for the Order of the Advocates Disciplinary Committee proceedings and by an Order of Certiorari, quash the decision of the Respondent in Disciplinary Cause No. 151 of 2007 dated 14.11.2013 and its subsequent enforcement on 10.3.2014.”**
3. The statement of facts in support of the application is dated 20<sup>th</sup> May, 2014 and from the statement, the ground upon which relief is sought is:

**“THAT the Disciplinary Committee exceeded its jurisdiction in making an order for payment of Kshs.6,899,356/= with interest within 45 days form 4.11.2013 in default execution to issue.”**

4. The application is also supported by the verifying affidavit of the Applicant sworn on 20<sup>th</sup> May, 2014. In the affidavit the Applicant avers, inter alia, that:

**“6. THAT on 7.3.2012 I received a letter from the Advocates Complaints Commission calculating interest at Kshs.2,823,121.30/= thereby putting the debt with the principal at Kshs.5,647,372.30/= (Annexure CLK 4).**

**7. THAT in May 2013, the Advocates Complaints Commission again revised the sum**

payable to Kshs.7,512,510/= (Annexure CLK 5).

**8. THAT ON 4.11.2013, the Disciplinary Committee ordered me to pay Kshs.6,899,356/= in default execution to issue. (Annexure CLK 5).**

**9. THAT on 11.12.2013 I filed an application to set aside and vacate the Order of the Disciplinary Committee on the grounds of excess of jurisdiction. (Annexure CLK 6).**

**10. THAT the Order of the Disciplinary Committee ordering the payment of Kshs.6,899,356/= with interest within 45 days was in breach of Section 60(4)(e) of the Advocates Act.**

**11. THAT having ordered execution in default of payment, the Disciplinary Committee exceeded its jurisdiction by simultaneously ordering my suspension if I did not comply with the order of payment.”**

5. In summary, it is the Applicant's case that the Respondent exceeded its jurisdiction by awarding over Kshs. 5 million to the Interested Party. Another point taken up by the Applicant in support of his case is that the Respondent erred by simultaneously ordering execution in default of payment and his suspension.

6. The Respondent opposed the application through the replying affidavit sworn by its Secretary, Apollo Mboya. The Respondent's case is that a complaint was received on 8<sup>th</sup> June, 2006 by the Advocates Complaints Commission as a result of a complaint from the complainant, Mary Nyamaizi Osundwa. The complaint was against the Applicant for withholding and failing to account to the complainant for monies received in a matter he handled on her behalf.

7. Upon receipt of the complaint, the Applicant was notified of the same vide a letter 28<sup>th</sup> December, 2006. The Applicant responded by his letter dated 12<sup>th</sup> February, 2007 stating that there was a pending appeal allegedly lodged by Barclays Bank of Kenya Ltd following the enforcement of a garnishee order against the bank. He also averred that there were unresolved claims by some step children concerning the estate of the late Andrew Osundwa, which formed the subject matter of the said suit. The Applicant, in the letter, further alleged that his bills of costs were yet to be taxed and settled by the complainant.

8. Upon receipt of the said letter, the Advocates Complaints Commission deemed it unsatisfactory as a response to the complaint and went ahead by virtue of Section 60(2) of the Advocates Act, Cap 16, Laws of Kenya (the Act) to formally lodge a complaint against the Applicant before the Disciplinary Committee (now Disciplinary Tribunal) of the Law Society of Kenya on 12<sup>th</sup> July, 2007 vide an affidavit sworn on 14<sup>th</sup> May, 2007 by Joseph Nguthiru King'arui, one of its commissioners. The complaint filed with the Respondent was twofold: (a) withholding the sum of Kshs.3,417,404/= awarded to the complainant in **Kisumu H.C.C.C. No.57 of 1999, Mary Nyamaizi Osundwa v Bungoma District Co-operative Union**, and (b) failing to account to the complainant for the said sum of Kshs.3,417,404/- thereby conducting himself in a disgraceful and dishonourable manner incompatible with the status of an advocate.

9. The matter was fixed for plea taking on the 4<sup>th</sup> October, 2007 and the Applicant was informed of the date through a letter dated 30<sup>th</sup> August, 2007. On 4<sup>th</sup> October, 2007 the Applicant did not appear for plea taking and the Respondent entered a plea of not guilty against him and ordered that he files a Replying Affidavit and Statement of Accounts within 21 days. The hearing was scheduled for 19<sup>th</sup> November, 2007. The Applicant was informed of these orders vide a notice of hearing dated 11<sup>th</sup> October, 2007.

10. On 5<sup>th</sup> November, 2007 the Applicant filed his Replying Affidavit in which he denied the

complaints lodged against him. The Applicant, in the said Replying Affidavit, alleged that the complainant had refused to pay his fees despite forwarding his bill of costs to her. Further, that the complaint had been brought maliciously against him with the aim of avoiding paying his fees. It is the Respondent's averment that there was, however, no evidence of receipt of the bill of costs by the complainant.

11. It was deposed on behalf of the Respondent that on 19<sup>th</sup> November, 2007 when the matter was meant to proceed for hearing, the Applicant asked for an adjournment to file a further affidavit and he was allowed to do so. It was also ordered that his bill of costs which had been annexed to his Replying Affidavit be taxed. By virtue of Section 60(7) of the Advocates Act the ruling on the taxation of the bill of costs was delivered on 13<sup>th</sup> March, 2008. The Applicant's costs including interest were determined to be Kshs.463,152.60/=. After deduction of the costs and interest from the amount claimed by the complainant, the Applicant was found to owe the complainant the sum of Kshs.2,954,251.40/= which he was directed to pay.

13. Following the determination that the sum owed to the complainant by the Applicant was Kshs.2,954,252.40/-, the Applicant kept on promising to make full payment of the same in the various mentions before the Respondent but failed to honour his promise in all the various mentions until 6<sup>th</sup> August, 2012 when the Advocates Complaints Commission through its counsel requested that the matter be fixed for hearing. On 21<sup>st</sup> January, 2013 when the matter came up for hearing the Applicant changed his plea from the plea of not guilty to the plea of guilty. He was convicted accordingly and the matter was fixed for mitigation and sentencing on 10<sup>th</sup> June, 2013.

15. It is the Respondent's case that on 10<sup>th</sup> June, 2013 the mitigation and sentencing was deferred to 12<sup>th</sup> August, 2013 to allow the Applicant to make payments in full and when the matter came up again on 12<sup>th</sup> August, 2013 it was said that the Applicant herein was engaged in an Election Petition and the matter was once again deferred to 4<sup>th</sup> November, 2013 with specific orders that the Applicant attends personally. The Applicant was informed by the Respondent of this direction through a dated 18<sup>th</sup> October, 2013.

17. On the 4<sup>th</sup> November, 2013 by virtue of Sections 60(4), (6) & (9) of the Act the Respondent made the following orders:

- a) That the Applicant was to settle the outstanding balance of Kshs.6,899,356/= with interest within 45 days from 4<sup>th</sup> November, 2013 and in default execution was to issue.
- b) That the Applicant was to stand suspended from practice for a period of 24 months if he did not comply with the orders to pay within 45 days.
- c) That the Applicant was to pay costs of Ksh.10,000/= each to the Advocates Complaints Commission and the Law Society of Kenya; and
- d) That the matter was fixed for mention on the 20<sup>th</sup> January, 2014 to confirm compliance.

18. The orders made by the Respondent during mitigation and sentencing were communicated to the Applicant by a letter dated 19<sup>th</sup> November, 2013. According to the Respondent, on 11<sup>th</sup> December, 2013 the Applicant filed an application by way of a notice of motion seeking the setting aside and vacation of the orders made on 4<sup>th</sup> November, 2013 on the ground that the Respondent had exceeded its jurisdiction and its orders therefore offended section 60(4)(e) of the Act.

19. When the matter came up for mention on 20<sup>th</sup> January, 2014 with a view to confirming compliance with the order made on 4<sup>th</sup> November, 2013 the Respondent suspended the said order

pending the outcome of a meeting between the Advocates Complaints Commission and the Applicant on 22<sup>nd</sup> January, 2014. The matter was to be mentioned on 3<sup>rd</sup> February, 2014 to record consent, if any. On the mention date there was no consent and the matter was listed for the hearing of the Applicant's application on 3<sup>rd</sup> February, 2014.

20. When the matter came up for hearing on the 3<sup>rd</sup> February, 2014 the parties recorded a consent in which the Applicant was to pay the complainant Kshs.5,579,502/= in full and final settlement. Kshs.2,000,000/= was to be paid on the 1<sup>st</sup> March, 2014 and thereafter Kshs.500,000/= on the 15<sup>th</sup> of every subsequent month until full payment. The order issued by the Respondent on 4<sup>th</sup> November, 2013 was to be vacated subject to payment of Kshs.2,000,000/= on 1<sup>st</sup> March, 2014. In default of the payment of Kshs.2,000,000/=, the Applicant's notice of motion dated 11<sup>th</sup> December, 2013 was to be listed for hearing. The Applicant was at liberty to apply for and obtain his practicing certificate for the year 2014. The matter was to be mentioned on 10<sup>th</sup> March, 2014.

21. On 10<sup>th</sup> March, 2014 when the matter came up for mention, the Respondent extended the period within which the Kshs. 2,000,000/= was to be paid to 11<sup>th</sup> April, 2014. The matter was to be mentioned on 28<sup>th</sup> April, 2014 to confirm compliance. Further order on the Applicant's notice of motion dated 11<sup>th</sup> December, 2013 was to be made on 28<sup>th</sup> April, 2014.

22. On the 28<sup>th</sup> April, 2014 the Respondent directed that the Applicant's notice of motion dated 11<sup>th</sup> December, 2013 be heard on 23<sup>rd</sup> June, 2014. At the same time, the orders issued on 4<sup>th</sup> November, 2013 suspending the Applicant were reinstated. However, before the Applicant's notice of motion dated 11<sup>th</sup> December, 2013 could be heard on 23<sup>rd</sup> June, 2014, the Applicant moved this Court through these proceedings on the 20<sup>th</sup> May, 2014 seeking to the Respondent's decision of 4<sup>th</sup> November, 2013.

23. On the Applicant's assertion that the Respondent exceeded its jurisdiction by awarding the sum of Kshs,6,899,356/=, the Respondent contended that by virtue of Section 60(9) of the Act it may order an advocate to pay to a complainant such sum as it finds to be due from the advocate. It is the Respondent's case that in this particular case the amount in question included the principal amount withheld and the interest that had accrued on the same. Further, that by virtue of Section 60(4)(b) of the said Act the Respondent can suspend an advocate from practice for a specified period not exceeding five years. The Respondent stated that Section 60(4) of the Act empowers it to make a combination of such orders as it deems fit.

24. On the issue of recalculation of interest, the Respondent argued that the reason for recalculation of interest at certain points in time was to ascertain the amount of interest that had accrued on the principal amount depending on the duration which the same remained unpaid, which was as a consequent of the Applicant's failure to pay to the complainant the amount that he had received in the suit on her behalf and failed to remit the same to her.

25. It was the Respondent's view that by virtue of Section 60(1) of the Act its jurisdiction is not limited by monetary value but by the subject matter amounting to professional misconduct, which includes disgraceful or dishonourable conduct incompatible with the status of an advocate. In addition the Respondent stated that the monetary jurisdiction of a matter is usually determined by considering the principal amount involved and not the interest, and that the latter is usually only determined at the end of the suit. In this regard the principal decreed sum having been Kshs.3,437,404/= had not exceeded the Kshs.5 million as alleged by the Applicant.

26. The Respondent faulted the Applicant for abandoning his application dated 11<sup>th</sup> December, 2013 before it and instead filing the application before this Court. The Respondent asserted that the Applicant's action amounts to an abuse of the court process.

28. In his submissions, the Applicant proceed to raise other issues namely that no orders were made on 4<sup>th</sup> November, 2013 as conveyed through the letter of the Deputy Secretary of the Disciplinary Committee dated 19<sup>th</sup> November, 2013. Further, that by ordering the Applicant to be suspended for a period of 24 months if he failed to pay the amount of Kshs.6,899,356/= the Respondent had exceeded its jurisdiction as no execution had been attempted and exhausted.

29. The Respondent responded to this submission and stated if indeed no orders were issued on 4<sup>th</sup> November, 2013 then the Applicant had no basis for applying for judicial review orders.

30. I have carefully gone through the pleadings and submissions of the parties in this matter. I am surprised by the decision of the Applicant to raise fresh grounds through submissions as the law is quite clear that only the statement accompanying the application for leave, the notice of motion and the verifying affidavit accompanying the application for leave shall be relied on at the hearing. Further, an applicant can amend the statement of facts and filed further affidavits.

31. In this regard Rule 4 of Order 53 of the Civil Procedure Rules, 2010 clearly provides:

**“4. (1) Copies of the statement accompanying the application for leave shall be served with the notice of motion, and copies of any affidavits accompanying the application for leave shall be supplied on demand and no grounds shall, subject as hereafter in this rule provided, be relied upon or any relief sought at the hearing of the motion except the grounds and relief set out in the said statement.”**

32. It is also the law that submissions does not amount to evidence. In **Daniel Toroitich Arap Moi v Mwangi Stephen Muriithi & another [2014] eKLR** the Court of Appeal stated that:

**“We have already found that the 1<sup>st</sup> respondent failed to discharge his burden of proof of the existence of facts claimed of the companies, what they owned and whether property sales indeed took place, followed by transfers. So what we conclude is that the learned trial judge simply lifted the figure of sh.80,161,720/= from the 1<sup>st</sup> respondent’s submissions and awarded it against the appellant. This was wholly in error. Submissions cannot take the place of evidence. The 1<sup>st</sup> respondent had failed to prove his claim by evidence. What appeared in submissions could not come to his aid. Such a course only militates against the law and we are unable to countenance it. Submissions are generally parties’ *“marketing language”*, each side endeavouring to convince the court that its case is the better one. Submissions, we reiterate, do not constitute evidence at all. Indeed there are many cases decided without hearing submissions but based only on evidence presented.”**

33. The question whether or not there was an order issued by the Respondent on 4<sup>th</sup> November, 2013 is a question of fact and since it was not raised by the Applicant in his statement of facts and verifying affidavit, the Respondent had no obligation to address the issue in the replying affidavit. I therefore decline the Applicant’s invitation to address issues that were not raised in his pleadings.

34. In my view, the question that needs to be addressed in this matter is whether the Respondent exceeded its jurisdiction by ordering the Applicant to pay Kshs.6,899,356/= with interest within 45 days.

35. There is also the question as to whether the Respondent had jurisdiction to order execution in default of payment and at the same time order the Applicant to be suspended if he did not comply with the order of payment.

36. Section 60 of the Advocates Act states:

**“60. Complaints against advocates**

**(1) A complaint against an advocate of professional misconduct, which expression**

includes disgraceful or dishonourable conduct incompatible with the status of an advocate, may be made to the Tribunal by any person.

(2).....

(3).....

(4) After hearing the complaint and the advocate to whom the same relates, if he wishes to be heard, and considering the evidence adduced, the Tribunal may order that the complaint be dismissed or, if of the opinion that a case of professional misconduct on the part of the advocate has been made out, the Tribunal may order —

(a) that such advocate be admonished; or

(b) that such advocate be suspended from practice for a specified period not exceeding five years; or

(c) that the name of such advocate be struck off the Roll; or

(d) that such advocate do pay a fine not exceeding fifty thousand shillings;

or such combination of the above orders as the Tribunal thinks fit.

(e) that such advocate pays to the aggrieved person compensation or reimbursement not exceeding five million shillings,

(5).....

(6).....

(7).....

(9) In any case where the complainant has not filed a civil suit against the advocate in respect of the sum in dispute, the Tribunal may order the advocate to pay to the complainant such sum as it finds to be due from the advocate.

(10).....

(11).....

(12).....”

37. The Applicant relied on the decisions of G. V. Odunga, J in **Stephen Mwenesi Advocate -vs- Law Society of Kenya & 2 Others [2014] eKLR, Republic –v- Disciplinary Committee & 2 Others ex parte Daniel Gichuru Nyingi [2014] eKLR and Republic –v- Disciplinary Tribunal of the Law Society of Kenya & another ex parte Patrick Lubanga Mutuli [2014] eKLR** to advance the argument that the maximum amount of money the Respondent can award in disciplinary proceedings is Kshs.5million. The Applicant also places emphasis on Section 60(4)(e) of the Advocates Act to advance this argument.

38. I have carefully perused the authorities submitted by the Applicant. In **Stephen Mwenesi Advocate**, supra, the Court allowed the application on two grounds. The first ground was that the complaint against the advocate had been commenced through an unsworn affidavit. The second ground was that a date for judgment, mitigation and sentence had been set down on the date the advocate was being asked to file a replying affidavit to the application. The Court concluded that the proceedings against the advocate were illegal and unreasonable. The pecuniary jurisdiction of the Respondent was therefore not in dispute in that particular case.

39. The case of **ex parte Daniel Gichuru Nyingi, supra**, is closer to the facts of this case. The question of the jurisdiction of the Respondent in view of section 60(4)(e) of the Advocates Act was raised and the learned Judge addressed the issue as follows:

**“37. From the foregoing provisions it is clear that the Respondent has the power to order an advocate inter alia to pay a fine not exceeding one million shillings or compensation or reimbursement not exceeding five million shillings or even both. The question for determination is what amounts to compensation or reimbursement.....**

**40. It is therefore clear that an award of interest is a form of reimbursement or compensation to a person who has been deprived of the use of goods or money by reason of a wrongful act on the part of the other party, by the party who has wrongfully deprived him of the use of goods or money.**

**41. Section 60(4)(e) of the Act empowers the Respondent to order an advocate to pay to the aggrieved person compensation or reimbursement not exceeding five million shillings. It is therefore clear that the Respondent is empowered to award reimbursement or compensation to the interested party if such an award is warranted and it does not matter whether it is called interest because the said terms refer to the same thing.”**

40. The Judge did not, however, address Section 60(9) of the Advocates Act as the same was not raised by the parties.

41. In the third case of **ex parte Patrick Lubanga Mutuli, supra**, the learned Judge identified two issues for determination namely whether the Disciplinary Tribunal of the Law Society of Kenya had power to award interest and whether execution proceedings could issue without the decision of the Tribunal being filed in Court. The jurisdiction of the Respondent in view of Section 60(4)(e) of the Advocates Act was not addressed in that decision.

42. The Applicant highlighted them orally on 12<sup>th</sup> May, 2015.

43. Counsel for the Respondent filed supplementary submissions and argued that as per Section 60(1) of the Act the jurisdiction of the Respondent is in relation to the professional misconduct on the part of an advocate as opposed to the amount involved. If the focus and consideration is given to the amount involved that would mean that the Respondent has a pecuniary jurisdiction and thus can only handle matters of professional misconduct of a certain amount only. It is the Respondent's case that would not be a proper interpretation of the jurisdiction of the Respondent as envisaged by Section 60(1) of the Act. By extension, that would mean that only advocates who commit a professional misconduct which involves a certain amount only can be subjected and brought before the Disciplinary Tribunal. This would beat the purpose of constituting the Respondent which is to deal with all matters of professional misconduct involving advocates.

44. The Respondent argued that the limitation of the amount that it can order an advocate to pay to an aggrieved person as compensation or reimbursement to a maximum of Kshs. 5 million as provided under section 60(4)(e) of the Act is in relation to issues such as costs, losses and other expenses that an aggrieved person may be deemed to have incurred in pursuing the complaint. This is different from the amount involved in the subject matter of the complaint which could be any amount and which the Respondent has inherent jurisdiction to order as restitution to the aggrieved person in order to do full justice. This is only possible on condition that the aggrieved person has not filed a civil suit against the advocate in respect of the sum in dispute. This latter aspect is the realm of Section 60(9) of the Advocates Act, which is discussed herein below. It is the Respondent's assertion that the said provision is an acknowledgment and recognition of the power of restitution which is inherent in every court or tribunal so as to enable such courts or tribunal to do full justice. This is the reason why the said provision is worded in conditional terms so as to ensure that the advocate against whom such a complaint is lodged does not pay the sum in dispute in two separate forums, i.e. the Disciplinary Tribunal itself and in a civil court thus suffering double jeopardy.

45. The question is whether there is a nexus between Section 60(4)(e) and Section 60(9) of the Act? The Applicant submits that any award made under Section 60(9) is subject to the upper limit of Kshs. 5 million imposed by Section 60(4)(e). On the other hand the Respondent holds the view that the two provisions are separate as Section 60(4) focuses on the subject matter of the complaint whereas

Section 60(9) focuses on the amount involved in the subject matter forming the basis of the complaint against an advocate.

46. When interpreting provision of Section 60 of the Advocates Act, G. V. Odunga, J in **ex parte Patrick Lubanga Mutuli, supra**, outlined the principle governing interpretation of statutory provisions as follows:

**“37. It is however, section 60(12) of the Act that seems to be a source of confusion. That provision states that the Committee may issue a warrant for the levy of the amount of any sum ordered to be paid by virtue of this section on the immovable and movable property of the advocate by distress and sale under warrant, and such warrant shall be enforced as if it were a warrant issued by the Court. It is however my view that this provision must be read in conjunction with the preceding provisions. This provision in my view cannot be read in isolation to the other provisions. It is a principle of interpretation of statutes that the instruments being considered must be treated as a whole and all provisions having a bearing on the subject matter in dispute must be considered together as an integrated whole.”**

In order to give effect to statutory provisions, the Court must interpret them in a manner that avoids absurdity and gives effect to the intention of Parliament in so far as the Court can discern such intention.

47. In my view proceeding in the manner proposed by the Respondent will not answer the question that has been placed before this Court. It appears that the terms compensation, reimbursement and restitution are closely related and it would result in confusion if one says that Section 60(4)(e) is about compensation and reimbursement whereas Section 60(9) is purely about restitution.

48. In my view Section 60(4)(e) must be interpreted along with Section 60(4)(a), (b), (c) and (d) which is about punishment for the advocates' unlawful conduct and compensation. My understanding is that Section 60(9) is a clarification provision. It expresses Parliament's intention to curtail the powers of the Respondent to matters where the complainant has not instituted a civil suit. That is why the Respondent can only act where a complainant has not filed a civil suit for recovery of any money from the advocate. If a civil suit has been filed, the Respondent ceases to have jurisdiction in so far as compensation is concerned. The jurisdiction under Section 60(9) should, however, be read together with Section 60(4)(e) which caps the Respondent's jurisdiction at Kshs. 5 million. If Parliament had intended to give the Respondent unlimited jurisdiction in civil matters it would have opened Section 60(9) with words like: 'Notwithstanding the provision in Section 60(4)(e) the Committee shall....'

49. The Applicant did not state that there was a civil suit pending in court between him and the complainant. The Respondent was therefore allowed by the law to handle the Interested Party's complaint.

50. The remaining question therefore is whether the Respondent exceeded its jurisdiction by awarding the Interested Party the amount conveyed in the decision of 4<sup>th</sup> November, 2013. The sum in dispute at the time the complaint was lodged against the Applicant on 12<sup>th</sup> July, 2007 was Kshs. 3,417,404/=. It is interest that has made the award exceed Kshs. 5 million.

51. In the case of **Bushenyi- Ishaka Town Council v Mafred Muhumuza & 2 others, Civil Appeal No. 68 of 2011** the Ugandan High Court (Bashajia K. Andrew, J) the Court stated that:

**“In Uganda Commercial Bank Ltd. v. Yolamu Twala, H.C. Civ.Rev. No. 16 of 1998 (unreported) it was held that interest awarded by Court on the decretal amount is not to be taken into account while valuing the subject matter for the purpose of pecuniary jurisdiction of a court. However where interest is claimed in its own right, it contributes to the value of the subject matter while reckoning the pecuniary jurisdiction of a court.”**

52. I am persuaded that the authority cited captures the correct position of the law.

53. If there was an error on sentencing, that was an issue to be addressed through an appeal and not judicial review. Such an error was one within the jurisdiction of the Respondent.

54. The end result is that the Applicant has not established any grounds for grant of judicial review

orders which can only be granted for illegality, irrationality or failure to comply with the rules of natural justice. The application fails and the same is dismissed.  
55. There is no order as to costs.

**Dated, signed and delivered at Nairobi this 10<sup>th</sup> day of July, 2015.**

**W. KORIR,**

**JUDGE OF THE HIGH COURT**