



**Kopokopo Inc v Alladin Realty Limited (Insolvency Petition E009 of 2020)
[2025] KEHC 13950 (KLR) (Commercial and Tax) (3 October 2025) (Judgment)**

Neutral citation: [2025] KEHC 13950 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)
COMMERCIAL AND TAX
INSOLVENCY PETITION E009 OF 2020
FG MUGAMBI, J
OCTOBER 3, 2025**

BETWEEN

KOPOKOPO INC PETITIONER

AND

ALLADIN REALTY LIMITED RESPONDENT

JUDGMENT

Introduction & Background

1. The petitioner (Kopokopo) contends that on 14th October 2019, the respondent (Alladin) obtained an unsecured loan of Kshs. 9,000,000/= under an agreed ‘Sale and Purchase Terms’ contract entered into by the parties. Alladin agreed to repay Kopokopo the sum of Kshs 10,080,000/= in installments with the last installment falling due on the 12th of January 2020. Kopokopo confirms that Alladin in fact repaid Kshs. 5,199,281/= leaving an outstanding balance of Kshs. 4,880,718.10, which culminated to the liquidation petition dated 2nd November 2020.
2. Prior to the petition, Kopokopo confirms that several demands including a Statutory Demand dated 19th August 2020, had been made to Alladin but the company failed to pay or dispute the debt within 21 days as required by law. Kopokopo thus seeks a liquidation order to be made against Alladin under the *Insolvency Act*.

Analysis and Determination

3. Alladin did not file a response to the Petition despite being served and entering appearance on 17th November 2023. This technically means that the Petition is unopposed. I align myself with the judicial pronouncements to the effect that written submissions are not pleadings and evidence cannot be adduced through submissions as they are a summary and/or evaluation of the law and facts presented



to Court in the pleadings (see *In re Kings Pride Properties Limited, (Insolvency) 2021 KEHC5105 (KLR)*).

4. I have however considered the Petition together with Kopokopo's written submissions. Even though the Petition is unopposed, it is still the duty of this Court to satisfy itself that the petitioner has met the evidentiary threshold for granting the prayers sought in the Petition.
5. Section 425 of the *Insolvency Act* allows creditors to apply to the court for a liquidation order when a company is unable to pay its debts. Section 384 outlines the circumstances under which a company is considered unable to pay its debts. One of the grounds provided is when a creditor, to whom the company owes Kshs, 100,000/= or more, serves a written demand for payment at the company's registered office, and the company fails to pay, secure, or compound for the debt to the creditor's reasonable satisfaction within 21 days.
6. Kopokopo has presented before this Court the Sale and Purchase Terms, Alladin's account statement, a demand letter and the statutory demand which indicates that Alladin is indebted to Kopokopo in the sum of Kshs. 4,880,718.10. I agree with Kopokopo's submission that since there is no evidence disputing this debt or evidence that Alladin made any payments after being served with the statutory demand, Kopokopo was entitled to bring this petition for liquidation of Alladin on the ground of its inability to pay its debt (see *Prideinn Hotels & Investments Limited V Tropicana Hotels Limited, [2018] KECA 651 (KLR)*).
7. I find that there is sufficient proof that Alladin is indebted to Kopokopo and that it is unable to pay its debts. I am also satisfied that Alladin was served with the statutory demand and that it was given ample time to respond to the same but it failed or neglected to do so. I therefore find no reason why it should not be liquidated and I make this decision cognizant of the fact that liquidation is one of the options under the *Insolvency Act* which a creditor such as Kopokopo, could pursue to secure payment of a debt, especially a debt that remains unpaid and in respect of which Alladin has been given adequate time, opportunity and indulgence in vain.

Conclusion and Disposition

8. Accordingly, I allow the petition dated 2nd November 2020 and issue the following orders:
 - i. A Liquidation Order is hereby issued against the Respondent, Alladin Realty Limited.
 - ii. The Official Receiver is hereby appointed as Liquidator of the Respondent. Accordingly, the Official Receiver shall be served with this Orders forthwith.
 - iii. The costs of the petition shall be costs in the liquidation.

It is so ordered.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 3RD DAY OF OCTOBER 2025.

F. MUGAMBI

JUDGE

