

**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA AT NAIROBI**  
**CIVIL DIVISION**  
**CIVIL CASE NO. E243 OF 2024 (O.S.)**

**IN THE MATTER OF THE ADVOCATES ACT**

**AND**

**IN THE MATTER OF AN APPLICATION FOR ORDERS SEEKING  
THE DELIVERY OF DOCUMENTS THAT THE CLIENT IS  
ENTITLED TO**

**AND**

**THE DELIVERY BY THE ADVOCATE OF CAS IN THE CLIENT  
ACCOUNT**

**-BETWEEN-**

**LOUISE ST LOUIS.....PLAINTIFF**

**-VERSUS-**

**IBRAHIM KHALIF T/A  
IBRAHIM KHALIF & CO. ADVOCATES.....DEFENDANT**

**JUDGMENT**

1. By an **Originating Summons** dated 11/11/2024, **Louise St Louis** (*hereafter the Plaintiff*) seeks the following orders against **Ibrahim Khalif t/a Ibrahim Khalif & Co. Advocates** (*hereafter the Defendant*)-:

- a)** *That this honourable Court do issue an order directing the Defendant to render an account of a sum of £24,000 equivalent to USD \$28,000 or Kshs 3,295,200 at the time, which was deposited purposes and to be utilized under her instructions. The account herein be rendered by the Defendant in his capacity as an Advocate.*

- b) That this honourable Court do issue an order to the Defendant on a date to be fixed to deliver up a cash account of £24,000 equivalent to USD \$28,000 or Kshs 3,295,200 at the time, as deposited in the Defendant's account by the Plaintiff.*
- c) That this Honourable Court do issue an order to the Defendant to refund to the Plaintiff any monies that may be found to be due from him upon his rendering the said accounts.*
- d) That this Honourable Court do issue an order to the Defendant to pay interest on all the monies found due from him at such rate or rates, not being less than the Court rates that this Honourable court may direct.*
- e) That this Honourable Court do issue an order directing Defendant to deliver the original completion documents and all correspondences and documents in relation to all that property known as Apartment No. D904 Erected on L.R No 1/305 (Original No. 1/80/1) developed by Forever Garden Limited along Dennis Pritt Road.*
- f) That this honourable Court do issue an order directing Defendant to immediately and not later than seven (7) Days from the date of issuance of the order, to file before the Taxing Master all his Bill of costs with respect to the services rendered to the Plaintiff.*
- g) That the Defendant do pay the costs of this application together with interest thereon at Court rates.*

2. The summons is premised on the provisions of **Order 52 Rule 4 (1), (2) & (3)** of the **Civil Procedure Rules (CPR)** and **Section 1A, 1B, 3 & 3B** of the **Civil Procedure Act (CPA)** with the

grounds thereto being amplified in the **supporting affidavit** sworn by **Louise St Louis, on even date**. The gist of her deposition is that she met the Defendant in 2021 whereafter in 2022 she went into business with a friend investing in Brisk Aerospace Ltd wherein she was to put in her share of investment. She deposited £24,000 equivalent to USD \$28,000 or Kshs 3,295,200/-, at the time, in the Defendant's Equity Bank Account to be held in trust, in USD, and utilized for business purposes as per her instructions. She goes on to assert being aware that the Defendant remitted funds to Brisk Aerospace Ltd on her behalf whereas in July 2023 the Defendant wrote to Brisk Aerospace Ltd, stating that it has remitted investments funds in the sum of USD15,927 to their account. That later in July and September of 2023 she instructed the Defendant to transfer USD3,000 and USD1,400 to her friends respectively being payment for some of her expenses.

3. That shortly thereafter her efforts to meet the Defendant or obtain a detailed account of her funds proved futile, to wit, she instructed her present counsel on record to demand and request for account of funds that were held in trust. She goes on to depose that the Defendant eventually responded by confirming having received Kshs. 3,294,000/-; disbursed USD15,927 (*at an exchange rate of Kshs. 124.99/-*) to directors of Brisk Aerospace Ltd; sent Kshs. 200,000 to her friend; raised a fee note for services rendered in the sum of Kshs. 456,000/-; and held Kshs, 647,125/- which he was willing to release to me. She takes issue with the Defendant's breakdown particularly with fact that the funds were to be held in a USD account; that the

Defendant had only demonstrated in his response having disbursed USD12,870 instead of USD15,927; that the USD-KSHS exchange rate in 2022 was Kshs. 120 and in 2023 Kshs. 142 therefore the Defendant has failed to account for USD8,729.

4. She goes on to depose that despite demand from her counsel on accounts of funds received, the Defendant failed to address the same however stated that it had transferred Kshs. 647,125/- to her advocate's account. That despite illegally deducting fees and demand being made on taxing its costs, the Defendant has refused and or failed to do so. She states that the Defendant is holding the original lease and completion documents, as lien, in respect of an apartment she bought wherein the Defendant was acting for her as purchaser. That the lien is against a purported demand for Kshs. 50,000/- plus VAT as property supervision fees. She states that despite the Defendant's demand and unilateral deduction of fees without explanation she was only willing to pay the Defendant USD1,000 for his service and thus sought reimbursement of USD7,729. In conclusion she urges the Court to allow the application as lodged.
5. The Defendant opposes the summons through grounds of opposition dated **31/01/2025** and a **replying affidavit** dated **25/03/2025**. He begins by stating that as at presentation of the instant summons he had since released the balance of the funds held as well as the original lease and completion documents in respect of Apartment No. D904 to the Plaintiff's advocate on record. He further takes issue with the fact that there were no instructions to convert funds received into USD whereas in any event the Plaintiff deposited the funds in question in the

Defendant's KES account notwithstanding the fact that the Plaintiff was alive to the Defendant's USD account. Having received the sums in KES, the sum of USD15,927 was paid to Brisk Aerospace, had to be converted into USD, whereas the said amount was equivalent to Kshs. 1,990,875/- He goes on to depose that in September 2023, upon instruction from the Plaintiff, upon conversion to USD he transferred USD 3,000 to one Rachael Amondi which sum was equivalent to Kshs. 200,000. He maintains that in October, 2023, in response to the Plaintiff's demands, he rendered an accurate account for the monies received therefore the instant proceedings are frivolous and vexatious, to wit, the Plaintiff has no legitimate claim against him.

6. That it was the Plaintiff who directed the sums be paid out to Brisk Aerospace Ltd directors and thus cannot be heard to complain about the same at this juncture. He goes on to state that the Plaintiff having knowingly deposited funds in the Defendant's KES account despite the fact that she had been provided with the Defendants USD denomination account, the Plaintiff cannot now be heard to claim loss owing to the difference in the USD/KES exchange rate between October 2022 and October 2023. That he duly accounted for the sum of Kshs. 3,924,000/- received, to wit, the Plaintiff's claim on USD8,729 on the premise of exchange rate fluctuation is an attempt at unjust enrichment. He states that the fees of Kshs. 456,000/- was duly communicated to the Plaintiff, to wit, she had no dispute with up until she appointed her present counsel on record.

7. He further confirms having lodged a bill of costs in respect of other services rendered to the Plaintiff, wherein he is seeking to recover fees for services rendered to the Plaintiff including acting as a property manager for apartment No. D904. Having rendered services to the Plaintiff and having agreed on his fees that were undisputed by the Plaintiff, he was justified to deduct his fees from the money he held for the Plaintiff. He further confirms having been duly instructed to act for the Plaintiff as advocate for the purchaser and later manager of Apartment No. D904, vide a general power of attorney. That despite having acted as property manager for the Plaintiff, the latter has refused to settle his fees notwithstanding having agreed to the same at inception.
8. He maintains that he was entitled to exercise a right of lien over the original lease and completion documents as security for his fees for property supervision. That in any event, the Plaintiff's claim on USD8,729 does constitute client's money as defined in the Advocates Account Rules therefore this Court cannot order him to account for monies which were never received. He iterates that in his response to the Plaintiff demands, he accounted for the monies received as follows Kshs. 1,990,875 – paid to Brisk Aerospace Ltd, Kshs. 200,000 – paid to Racheal Amondi, Kshs. 456,000 – being his legal fees and 647,125 – refunded to Plaintiff thus totaling Kshs. 3,294,000/-. That the Plaintiff's offer of USD1,000 as payment for legal fees was made long after they had discussed and agreed that his fees would be Kshs. 456,000/-, to wit, the same had already been deducted and balance refunded. In conclusion, he restates that he had duly rendered full accounts for funds received, released the Plaintiff's documents in his possession and discharged his

fiduciary duty to the Plaintiff therefore the Court ought to dismiss the summons with costs.

9. In rejoinder by way of a further affidavit dated 27/05/2025, the Plaintiff states that despite the Defendant having released the documents in question, the same were returned to him at his request and there he is still in possession of the said documents. She maintains that at all material times relevant to the dealing between herself and the Defendant, the funds in question were to be converted and maintained in a USD Account. That the funds were deposited in GBP and any claim by the Defendant to the contrary is unfounded. She takes issue with the fact that the Defendant's deduction on fees was not agreed upon, was unilateral, without consent and thus reserves the right to challenge the issue on fees. That the Defendant has yet to file any bill of costs as purported whereas despite issuing the Defendant with a power of attorney she disputes having refused to pay his fees given that there was no agreement between them that the Defendant act as property manager. She takes issue with the Defendant's breakdown of the funds as the same does not postulate a clear accounting of the funds she deposited in the Defendant's bank account. In summation, she urges the Court to allow the summons as lodged.
10. By way of an undated supplementary affidavit in response to the Plaintiff's rejoinder, the Defendant states that he surrendered the original lease and completion documents to pursue a bill of costs that has a date for taxation. That it is untrue that he requested for a return of the documents either in writing or verbally whereas documents were duly collected by the Plaintiff's

representative. He categorically denies having been instructed to convert the funds received, into USD, or have them held in a USD account whereas despite the Plaintiff having sold GBP 24,000, the said funds were received in KES in the Defendant's account. That from the Plaintiff affidavit material it can be gathered that it was her expectation and not instructions to have the funds converted in USD, to wit, goes to confirm that she never instructed the Defendant to manage the funds in USD as alleged. He states that the Plaintiff failure to deposit the funds in a dollar account means that she was the author of her own misfortune.

11. Directions were taken on disposal of the summons by way of submissions. Both parties complied. That said, the Court has considered the lengthy rival affidavit material and submissions filed by the respective parties and thus postulates that the issue for **determination concerns -:**

- a) *Whether the summons is merited?*

- b) *Who ought to bear the costs of the summons?*

***Whether the summons is merited?***

12. As is, the record of proceedings speaks for itself as to contestation between the disputing parties herein. At the heart of the issue concerns funds and documents purportedly received by the Defendant. Adjunct to the forestated -; concerns instructions on whether the funds so received by the Defendant were to be placed in a USD account; refund of any monies adjudged owing to the Plaintiff; interest of any sum adjudged owing to the Plaintiff; and or that the Defendant be ordered to file a bill of costs with respect to any sums adjudged owing, to it, for services rendered.

13. On the above queries the respective parties vehemently advanced their corresponding stances through their affidavit material and submissions. That said, the Plaintiff's OS is anchored on the provisions of **Order 52 Rule 4(1), (2) & (3)** of the **CPR** which provides that-;

*(1) Where the relationship of advocate and client exists or has existed the court may, on the application of the client or his legal personal representative, make an order for—*

*(a) the delivery by the advocate of a cash account;*

*(b) the payment or delivery up by the advocate of money or securities;*

*(c) the delivery to the applicant of a list of the money or securities which the advocate has in his possession or control on behalf of the applicant;*

*(d) the payment into or lodging in court of any such money or securities;*

*(e) the delivery up of papers and documents to which the client is entitled.*

*(2) Applications under this rule shall be by originating summons, supported by affidavit, and shall be served on the advocate.*

*(3) If the advocate alleges that he has a claim for costs the court may make such order for the taxation and payment, or securing the payment, thereof and the protection of the advocate's lien, if any, as the court deems fit.*

14. Notably, it is not in dispute that prior to filing of the summons there existed an advocate-client relationship between the parties herein. As to the nature of such a relationship, the Court of

Appeal in **Kim Jong Kyu v Housing Finance Company Ltd & 2 others [2015] KECA 274 (KLR)** observed that-;

*“The appeal relates to an advocate/client relationship created by an order directing decretal sum to be invested in an interest-earning account in the names of the advocates for the parties. Advocates in addition to being professionals, are officers of the court and play a vital role in the administration of justice. In our legal system, the advocate/client relationship has long been recognized as fiduciary relationship in which the client places his or her confidence, faith, reliance and trust in the advocate, whose aid, advice, opinion or protection is sought from time to time. The client gives the advocate significant amount of control over the matter in which the brief relates. With this relationship comes certain duties and responsibilities on the advocate. These duties and responsibilities are provided for in the statute and the rules of conduct as we demonstrate below. The sets of rules that govern the advocates’ professional conduct arise out of the duty that they owe to the court, their clients, and fellow advocates”.*

15. The same Court went on to observe that-;

*“In addition, the **Advocates (Accounts) Rules** and the **Advocates (Deposit Interest) Rules** draw the permissible limits of dealings with funds received on behalf of and for the benefit of a client. The foregoing emphasizes that an advocate must at all times act in the best interest of his client; that where he is required to invest he must do so prudently and avoid obvious risks and; that failure to*

*account for funds held by an advocate on behalf of a client is in fact a criminal offence.”*

16. Applying my mind to the above dicta, in light of the existence of an advocate-client relationship, it was obligatory of the Defendant to undertake his duties with respect to the Plaintiff, in a fiduciary manner, particularly as concerns funds he received in his capacity as advocate. Here, at the outset the Court has been called upon to determine whether there were instructions and or *consensus ad idem* that the funds in question were to be utilized, applied and converted in USD denomination? The Plaintiff has made heavy weather of the fact that she deposited £24,000 equivalent to USD \$28,000 or Kshs. 3,295,200/-, with the Defendant's Bank Account to be held in trust, in USD, and utilized for business purposes as per her instructions. In riposte, the Defendant has argued that there is an apparent misapprehension on the part of the Plaintiff that the funds were to be converted into USD, to wit, goes to confirm that Plaintiff never instructed the Defendant to manage the funds in USD as alleged.
17. A review of the material supplied in the rival affidavit material, a cursory look at **(Annexure LT-1 & LT-2)** & **(Annexure IK-001)**, as rightly pointed out by the Defendant, the funds were at outset in GBP denomination in sum of GBP24,000 being the equivalent of Kshs. 3,295,00/- upon conversion by the Plaintiff. The latter of which was transferred to the Defendant Equity Bank Account in KES. While there appears to have been a query by the Plaintiff as to whether the Defendant operated a USD account there seems to have been no express instructions that

the funds as received in KES were to be converted into USD as argued by the Plaintiff. It does seem that there was a preferred denomination in which the funds received by the Defendant were to be applied; however there was no express instructions that such funds ought to have been converted and or held in USD denomination.

18. It is well-trodden that he who alleges must prove whereas while the legal burden may have been the Plaintiff's to prove the evidential burden may often shift when so required and or called upon to prove certain facts. To the foregoing regard, the Supreme Court in **Munya v The Independent Electoral and Boundaries Commission & 2 others [2014] KESC 38 (KLR)** pithily discerned the question between what constitutes the legal and evidential burden. It held *inter alia* that;-

*“The person who makes such allegation must lead evidence to prove the fact. She or he bears the initial legal burden of proof which she or he must discharge. The legal burden in this regard is not just a notion behind which any party can hide. It is a vital requirement of the law. On the other hand, the evidential burden is a shifting one, and is a requisite response to an already discharged initial burden. The evidential burden is the obligation to show, if called upon to do so, that there is sufficient evidence to raise an issue as to the existence or non-existence of a fact in issue”.*

19. Therefore, applying my mind to the above dicta as juxtaposed alongside the facts of this case, even on request of account

details, the Defendant appears to have been informed of the USD account details held at Gulf African Bank, that the Defendant advised the Plaintiff - upon concern be raised - was in the name and being managed by the partner/consultant with the Defendant firm. The Plaintiff appears to have proceeded to deposit the funds in KES in the Defendant KES account being operated at Equity Bank Ltd. In the circumstance, it is difficult to comprehend how the Defendant would proceed to execute instructions on conversion of the funds into USD whereas there were no express instructions from the Plaintiff to manage the said funds in such denomination. Consequently, for all intents and purposes of the summons before this Court, the funds the Defendant is to render an account over is the sum of Kshs 3,295,200/- as deposited on account.

20. On whether proper accounts have been rendered on the sum of Kshs 3,295,200/- or whether the Plaintiff is entitled to refund of any monies received by the Defendant in his fiduciary capacity? Here, going by **(Annexure LT-3)** and email dated 18/11/2022 attached to **(Annexure LT-9)** it would seem that the Defendant was acting as counsel and or intermediary of the Plaintiff and as between Brisk Aerospace Ltd in respect of a business appertaining cargo freight. By the former **(Annexure LT-3)** the Defendant was instructed to release part of the funds to one Mr. Wangombe and Mr. Bruce (*who were the directors of Brisk Aerospace Ltd*). The Defendant contends that he had released a total of USD15,927 being the equivalent of Kshs. 1,990,875/- **(Annexure LT-5)** & **(Annexure IK-003)** and Kshs. 200,000/- to one Racheal Amondi thus totaling Kshs. 2,190,875/-.

21. As earlier noted in this judgment, it must be remembered that there was no *consensus ad idem* or instructions whether during the pendency of the advocate-client relationship, that the funds received by the Defendant would at all material times relevant to their dealings be utilized in USD. Therefore, it is difficult to fathom why certain payments as captured in **(Annexure LT-5)** & **(Annexure IK-003)** were being made in USD and others in KES knowing all too well the fluctuating exchange rates between the USD/KES. Hence, it would not be farfetched to entertain the Plaintiff's contention that some amount as received by the Defendant remains unexplained, on accord of the fluctuating exchange rate.
22. Why do I digress on the latter, for arguments sake, the Defendant asserts that it transferred a total of Kshs. 1,990,875/- on diverse dates which at the time was equivalent to USD15,927. Notably, the diverse dates ranged between 27/09/2022, 15/11/2022, 19/11/2022 & 26/11/2022 (*Payment to Mr. Bruce in USD*) and 27/09/2022 & 07/10/2022 (payments to Mr. Wangombe in KES). Simple arithmetic would translate, applying the exchange rate by the Defendant as at the time, would translate that 1USD was equivalent to 125KES. Thus, applying my mind, to the said exchange rate, the payment in USD totaling 12,870.50 (*to Mr. Bruce in USD*) multiplied by an exchange rate of Kshs. 125/- would mean the amount paid to Mr. Bruce in KES was Kshs. 1,608,812.50. Add the amount paid to Mr. Wangombe in KES being Kshs. 600,000/- translates to a total Kshs. 2,208,812.50 leaving a discrepancy-excess of

Kshs. 217,987.50/- as compared to the figure of Kshs. 1,990,875/- advised by the Defendant.

23. Ultimately, while parties had not agreed that the funds be maintained in USD denomination, the Defendant failed to sufficiently account for the discrepancy in payments made factoring in the USD-KES exchange rates, to wit, the Plaintiff legitimate protest as to the accuracy of accounts would not be far-fetched. To my mind, the exchange rate, as can be extrapolated from Defendant's explanation, that Kshs. 1,990,875/- at the time was equivalent to USD15,927 leaves more questions than answers. Therefore, applying my mind to the amount in dispute herein, it would appear that a sum of Kshs. 2,208,812/- plus the sum of Kshs. 200,000/- (paid to Rachel Amondi) totaling Kshs. 2,408,812/- was utilized at the instructions of the Plaintiff. Thus, leaving a balance of Kshs. 885,187.50 from the sum of Kshs. 3,294,000/- originally received by the Defendant.
24. If one was to juxtapose the latter figure as against the sums retained as fee Kshs. 456,000/-, the sums released to the Plaintiff counsel Kshs, 647,125/- bring the amount to Kshs. 1,103,125/- which is in excess of the balance of Kshs. 885,187.50 from the sum of Kshs. 3,294,000/- originally received by the Defendant. Again, on the latter more questions than answers.
25. On whether the Defendant was justified in retaining Kshs. 456,000/- on the backdrop of its fee note. It settled that an agreement on fees or remuneration between an advocate – client is by definition known as a retainer agreement. See **Omulele &**

**Tollo Advocates v Mount Holdings Limited [2016] KECA 523 (KLR)**. Further, by reading of **Section 45(1)** of the **Advocates Act**, it can be purposefully be put that there was no written agreement on fees as between the parties herein. Suffice to say, while the Defendant had been retained by the Plaintiff there was no retainer agreement within the meaning of **Section 45(1)** of the **Advocates Act**. Therefore, on whether the Defendant could exert a lien over the sum of Kshs. 456,000/- and unilaterally apply the funds in his possession towards payment of his fees, **Onguto, J.** in **Booth Extrusions (Formerly) Booth Manufacturing Africa Limited v Dumbeyia Nelson Muturi Harun t/a Nelson Harun & Company Advocates [2014] KEHC 8597 (KLR)** extensively addressed himself to the question of an advocate's lien in common law, to wit, this Court concurs with. Later, **Aburili, J.** observation in **National Bank of Kenya v Kang'ethe George Joseph & another [2015] KEHC 5926 (KLR)** was to the effect that an advocate's fees becomes due and payable after taxation.

26. While, the Defendant asserts the question of fees in the sum of Kshs. 456,000/- was duly communicated to the Plaintiff, it would seem that there was no unanimity as to whether the said amount was agreeable. Proper practice would have required that upon raising a fee note whereafter the Plaintiff failed to settle the same, the Defendant ought to have taxed for its fees. This Court reasonable believes that the Defendant had no right to lien or unilaterally utilize the Plaintiff funds in his possession towards settlement of his fees without proper notice to the Plaintiff as to the intended lien and or without formally moving the Court to have the lien protected pursuant to **Order 52 Rule 4** of the

**CPR.** Here, the proper cause of action, the Defendant having failed to have its demand on fees by way of fee note settled, was to file a bill of costs in respect of work done and not to unilaterally lien and or expropriate part of the Plaintiff's funds in his possession without notice of purpose, which purpose the Defendant could have moved the Court to protect.

27. Concerning release of the original completion documents and all correspondences and documents in relation to all that property known as Apartment No. D904 Erected on L.R No 1/305 (Original No. 1/80/1) developed by Forever Garden Limited along Dennis Pritt Road, given the rival affidavit material, I believe the question is otiose. By **(Annexure IK-005)** it would seem that the Defendant forwarded the completion documents in respect of Apartment No. D904 Erected on L.R No 1/305 (Original No. 1/80/1) along Dennis Pritt Road. The Plaintiff in her response did acknowledge that her counsel received the document on 19/11/2024, however went on to assert that the Defendant requested for a return of the documents again, to wit, her counsel dispatched the same. Notably, no such request for return by Defendant was evinced whereas going by **(Annexure LT-3)** attached to the Plaintiff's further affidavit, the documents appear to have been collected by one Rachael Odongo on 18/02/2025. No nexus has been established whether the latter was an agent of the Defendant and or acting on behalf of the Defendant as at execution of the aforestated collection note. Thus, for all intents and purposes the Defendant is not in possession of the document captured in the collection note. **(Annexure LT-3)**, to wit, the Court cannot make an order for release.

28. Penultimately, as earlier noted in this judgment, there appears to be a discrepancy as to the amounts paid to the directors of Brisk Aerospace Ltd, if the Court, were to apply itself to the explanation advanced by the Defendant that the total released funds of USD15,927 was the equivalent of Kshs. 1,990,875/-. Therefore, given that there was no agreement that the funds were to be utilized in USD denomination, it warrants that the Defendant gives a proper breakdown of the funds utilized towards payment of the directors of Brisk Aerospace Ltd in KES and the respective exchange rates for each payment as advised.
29. Further given that there was no agreement on fees, the Defendant ought not to have unilaterally expropriated the Plaintiff's funds in his possession towards payment of his fees without proper notice, lodging a bill of costs and or formally moving the Court to have the lien protected pursuant to **Order 52 Rule 4** of the **CPR**. To wit, the Plaintiff is entitled to a sum of Kshs. 456,000/-.
30. Concerning fees on the management agreement in respect of the property known as Apartment No. D904 Erected on L.R No 1/305 (Original No. 1/80/1) and or otherwise, it would appear that the same is the subject of pending litigation before Court on accord of the Defendant's bill of costs filed as a against the Plaintiff vide proceedings in HC. ELC Misc. App. No. E063 of 2025 (**Annexure IK-002**). Therefore, it would not be proper for the Court to address itself on the issue at this juncture.

31. Lastly, it is not in dispute that Kshs. 647,125/- out of the initial funds received had since been released to the Plaintiff vide her counsel on record. ***(Annexure LT-9)***

32. **In the end, the commending order in respect of the Originating Summons is as follows-;**

- a) The Defendant is directed to render by filing and serving before this Court, within thirty (30) days of today, full account of the sums of Kshs 3,295,200/- received from the Plaintiff as concerns the project between the Plaintiff and Brisk Aerospace Ltd, with particular emphasis to the amounts paid, in KES, to directors of Brisk Aerospace Ltd and the exchange rate applied at the time.***
- b) Upon filing and serving of (a) above, either party to fix the matter for further directions within thirty (30) days, for orders or directions as to account rendered by the Defendant.***
- c) The Defendant is order to refund the Plaintiff the sum of Kshs. 456,000/- that was unlawfully expropriated in fees and is directed to file a bill of costs within thirty (30) days hereof as concerns work done on behalf of the Plaintiff over the project between the Plaintiff and Brisk Aerospace Ltd.***
- d) The amount in (c) above will attract interest at Court rates from the date of filing of the summons until payment in full.***

*e) That the Plaintiff is awarded costs of the originating summons in any event.*

**Orders accordingly.**

**Delivered Dated and Signed at Nairobi this 30<sup>th</sup> day of October, 2025.**

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**JANET MULWA.**

**JUDGE**