Britam Asset Managers (Kenya) Limited v Apondo (Commercial Appeal E101 of 2024) [2025] KEHC 16579 (KLR) (Commercial and Tax) (7 November 2025) (Judgment)

Neutral citation: [2025] KEHC 16579 (KLR)

REPUBLIC OF KENYA

IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)

COMMERCIAL AND TAX

COMMERCIAL APPEAL E101 OF 2024

MN MWANGI, J

NOVEMBER 7, 2025

BETWEEN

BRITAM ASSET MANAGERS (KENYA) LIMITED ..... APPELLANT

AND

EUNICE ATIENO APONDO ..... RESPONDENT

(Being an Appeal from the Ruling and order of Hon. Manuela Kinyanjui Senior Principal Magistrate, delivered on 8th April 2024 in Milimani SCCOMM No. E1227 of 2024)

JUDGMENT

1. The claimant (respondent) filed a suit in the Small Claims Court vide a statement of claim dated 7th February 2024 seeking judgment against the appellant in special damages of Kshs.169,000/=, costs of the claim and interest at Court rates.

2. The respondent's case is that she entered into an Individual Contribution Agreement with the appellant in January 2023 and subsequently invested a total of Kshs.7,001,780/=, in two tranches of Kshs.4,000,000/= and Kshs.3,001,780/=, for a twelve-month investment period. That in November 2023, she issued withdrawal instructions in accordance with the said Agreement, following which the appellant processed the first withdrawal of Kshs.4,000,000/=, but in processing the second withdrawal relating to the balance and the income earned, it withheld a substantial portion of the income contrary to the terms of the Agreement.

3. The respondent stated that under Clause 11(n) of the Agreement, the appellant was only entitled to deduct 25% of the income earned together with applicable Fund Manager fees, but the appellant deducted an additional Kshs.169,000/=, which it attributed to a market value adjustment, without providing her with any supporting calculations or an adequate explanation despite her inquiries. She contended that the appellant acted in breach of the Agreement.

4. From the record, it is evident that upon being served with the pleadings filed by the respondent in the Small Claims Court, the appellant entered appearance by way of a Memorandum of Appearance dated 23rd February 2024. Contemporaneously with the said Memorandum, the appellant filed a Chamber Summons application also dated 23rd February 2024 under the provisions of inter alia, Section 6 of the *Arbitration Act*, 1995 and Rule 2 of the Arbitration Rules, 1997, seeking to stay all proceedings before the Small Claims Court and a referral of the dispute to Arbitration pursuant to the Arbitration Agreement between the parties.

5. The appellant averred that the dispute between the parties herein is governed by an Arbitration Clause contained in the Amended Partnership Agreement dated 1st August 2023, which provides for determination of disputes between the parties to the Arbitration Agreement by a single arbitrator. The appellant deposed that the Individual Contribution Agreement between the parties herein executed on 5th January 2023 was expressly subject to the Partnership Agreement and incorporated its dispute resolution provisions. It asserted that the respondent acknowledged and accepted to be bound by the terms under Clause 11(b) of the said Contribution Agreement. The appellant contended that having agreed to Arbitration as their preferred mode of dispute resolution, the parties vested jurisdiction in the Arbitral Tribunal and divested it from the Court.

6. In opposition to the aforesaid application, the respondent filed Grounds of Opposition dated 28th February 2024, raising the following grounds –

    i. The applicant's application is frivolous, vexatious and an abuse of the Court process as the claimant is not a party to the Amended Partnership Agreement referred to by the applicant and therefore;

    ii. The application is misconceived and bad in law and an abuse of the Court processes as the same is full of red herrings meant to mislead this Honourable Court into issuing orders while the same is unmerited;

    iii. The application is an afterthought by the applicant to compel the claimant to enter into an Arbitration Agreement in which the claimant is a stranger to;

    iv. That the application flies in the face of well-established principles of law regarding parties to a dispute, regarding the process of Arbitration and importantly the interpretation of Arbitration Agreements;

    v. That the applicant's application is an abuse of the Court process as the same is intended as a mere tactic to delay the fair hearing of the current suit;

    vi. That the applicant's Motion is baseless, is a waste of the Court's valuable time and ought to be dismissed with costs to the claimant;

    vii. That due to the meritless nature of the application, this Honourable Court cannot grant the orders sought; and

    viii. That the balance of convenience tilts in favour of its dismissal with costs to the claimant.

7. In a Ruling delivered by the Trial Court on 8th April 2024, the appellant's application dated 23rd February 2024 was dismissed with costs. Aggrieved by the said Ruling, the appellant filed a Memorandum of Appeal dated 18th April 2024 raising the following grounds of Appeal -

    i. The learned Magistrate erred in fact and law when he found and held that under the terms of the Individual Contribution Agreement dated 5th January 2023, the respondent was not

bound by the Partnership Deed and any subsequent revision or variation (hereafter 'future partnership agreements');

ii. The learned Magistrate erred in fact and in law when he found and held that the respondent did not consent and/or sign the Amended Partnership Agreement and could not be bound by it. To the contrary, and on the evidence before the Court, the respondent expressly agreed to be bound by all future partnership agreements;

iii. The learned Magistrate erred in law and fact when he failed to find and hold that with the respondent having voluntarily bound herself to future partnership agreements, she was subject to the Amended Partnership Agreement dated 1st August 2023 which provided for Arbitration as the dispute resolution mechanism;

iv. By failing to refer the dispute to Arbitration as expressly covenanted by the parties, the learned Magistrate sat to rewrite and impose a new contract upon the parties which is contrary to law; and

v. The learned Magistrate erred in law and fact by ignoring and/or misinterpreted all the evidence before him and instead considered extraneous and irrelevant factors leading to an erroneous decision.

8. The appellant's prayer is for this Court to allow the Appeal with costs, set aside the Ruling and the order dismissing its Chamber Summons application dated 23rd February 2024 and for the said application to be allowed with costs to the appellant.

9. This Appeal was canvassed by way of written submissions. The appellant's submissions were filed by the law firm of Waruhiu, K'owade & Ng'ang'a Advocates on 30th April 2025, whereas the respondent's submissions were filed on 21st May 2025 by the law firm of Kamuti Waweru & Company Advocates.

10. Mr. Kamau, learned Counsel for the appellant relied on Clauses 11(a) & (b) of the Individual Contribution Agreement dated 5th January 2023 and submitted that the Contribution Agreement was expressly subject to the Partnership Agreement and any subsequent revisions or variations. He argued that by executing the Contribution Agreement and making her capital contribution, the respondent became a partner in the LLP and unequivocally accepted to be bound by the terms of the Partnership Agreement, including future amendments. He relied on Halsbury's Laws of England regarding principles of agency within partnerships and further submitted that as the Principal Partner, the appellant had authority under Sections 17(1) and 20(2) of the Partnership Act to bind the partnership and all partners including the respondent, to the Amended Agreement. Counsel asserted that the respondent was at all material times bound by both the initial partnership deed and the amended one, and restated Partnership Agreement of 1st August 2023, including the Arbitration Clause therein.

11. Mr. Kamau submitted that the Trial Court improperly rewrote the contract between the parties herein by disregarding the express language of Clauses 11(a) & (b). He relied on the Court of Appeal case of National Bank of Kenya Ltd v Pipeplastic Samkolit (K) Ltd & another [2001] KECA 362 (KLR), and argued that Courts have no authority to alter contractual terms freely agreed upon, hence the Trial Court's approach amounted to imposing a new contract on the parties. Counsel contended that the Trial Court ignored or misinterpreted the documentary evidence provided by the appellant and took into account extraneous considerations. He further submitted that proper construction of Clauses 11(a) & (b) would have led to the inescapable conclusion that the appellant as the principal partner, had authority to execute the amended deed on behalf of all partners.

12. Mr. Mwiti, learned Counsel for the respondent submitted that the instant Appeal is fatally defective and ought to be struck out for failure to include the Order Appealed from, rendering the Record of Appeal incomplete. He argued that a decree or order is a mandatory foundational document upon which an Appeal is anchored, as required under Sections 65(1) & 79G of the *Civil Procedure Act* and Order 42 Rules 2 & 13(4) of the Civil Procedure Rules, 2010, thus in the absence of such an Order, the Record of Appeal is incompetent. Counsel relied on the case of Okech (Suing as the administrator and legal representative of the Estate of Henry Okech Odiembo) v Ogwang & 2 others [2024] KEELC 4112 (KLR), and urged this Court to strike out the instant Appeal with costs.

13. Mr. Mwiti submitted that the Trial Magistrate correctly declined to refer the dispute between the parties herein to Arbitration because no valid Arbitration Agreement existed between the parties. He asserted that the parties' relationship was governed exclusively by the Individual Contribution Agreement dated 5th January 2023, which did not contain an Arbitration Clause. He argued that the Amended Partnership Agreement of 1st August 2023, which contained an Arbitration Clause was executed between the appellant and other third-party institutions and dealt solely with internal governance of the fund, not with individual contributors. He contended that the respondent was neither privy to that Agreement nor aware of its contents, hence essential elements of contract which include offer, acceptance, mutual assent and intention to be bound, were absent.

14. Counsel stated that an Arbitration Agreement can only bind parties to it, thus the Hon. Magistrate correctly found that it would be unreasonable to impose obligations arising from a contract unknown to the respondent. The above notwithstanding, Counsel submitted that under Section 6(1) of the *Arbitration Act*, the Court must be satisfied that a valid Arbitration Agreement exists and that the dispute falls within its scope. Mr. Mwiti cited the Court of Appeal case of Eunice Soko Mlagui v Suresh Parmar & 4 others [2017] KECA 736 (KLR), and argued that in this case, the Arbitration Clause in Clause 36 of the Partnership Agreement applied only to disputes arising from that Agreement among the listed partners, not to individual investment claims.

Analysis And Determination.

15. This being a first appeal, I have the duty to analyze and re-evaluate the evidence adduced before the lower Court and reach my own independent conclusion. This was the holding by the Court in the case of Selle v Associated Motor Boat Co. [1968] EA 123, where it was held as hereunder –

> The appellate court is not bound necessarily to accept the findings of fact by the court below. An Appeal to the Court of Appeal from a Trial by the High Court is by way of a retrial and the principles upon which the Court of Appeal acts are that the court must reconsider the evidence, evaluate it itself and draw its own conclusions though it should always bear in mind that it has neither seen nor heard the witnesses and should make due allowance in this respect. In particular the court is not bound necessarily to follow the Trial Judge's findings of fact if it appears either that he has clearly failed on some point to take account of particular circumstances or probabilities materially to estimate the evidence or if the impression based on the demeanour of a witness is inconsistent with the evidence in the case generally.

16. I have re-examined the Record of Appeal and given due consideration to the written submissions by the parties' respective Counsel. The issues that arise for determination are –

    i. Whether the instant Appeal is incompetent for failure to include in the Record of Appeal the order against which the Appeal is preferred; and

    ii. Whether the Appeal herein is merited.

Whether the instant Appeal is incompetent for failure to include in the Record of Appeal the Order against which the Appeal is preferred.

17. The respondent submitted that the instant Appeal is fatally defective and ought to be struck out since the appellant did not include in the Record of Appeal the Order against which this Appeal is preferred, contrary to the provisions of Order 42 Rule 13(4)(f) of the Civil Procedure Rules, 2010, which states that –

> Before allowing the Appeal to go for hearing the judge shall be satisfied that the following documents are on the court record, and that such of them as are not in the possession of either party have been served on that party, that is to say -
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> a. the memorandum of Appeal;
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> b. the pleadings;
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> c. the notes of the Trial magistrate made at the hearing;
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> d. the transcript of any official shorthand, typist notes electronic recording or palantypist notes made at the hearing;
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> e. all affidavits, maps and other documents whatsoever put in evidence before the magistrate;
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> f. the judgment, order or decree Appealed from, and, where appropriate, the order (if any) giving leave to Appeal:
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> Provided that -
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> i. a translation into English shall be provided of any document not in that language;
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> ii. the judge may dispense with the production of any document or part of a document which is not relevant, other than those specified in paragraphs (a), (b) and (f).

18. The Court in the case of Nyota Tissue Products v Charles Wanga Wanga & 4 others [2020] KEHC 6207 (KLR) in addressing the import of the foregoing provisions held that –

> The rule applicable to the Appeals to the High Court makes provision under Order 42 rule 13 (f) of the Civil Procedure Rules for the filing of a copy of the "judgment, order or decree Appealed from" and does not make it mandatory to attach the judgment and the decree. The Record of Appeal herein attached the Judgment of the Trial court according to the requirements of Order 42 rule 13 (4) (f) of the Civil Procedure Rules, and in my respectful view, I would agree with the Court in Silver Bullet Bus case on the point, that it would be too draconian to strike out the Appeal in these circumstances.

19. It is common knowledge that a formal Order is extracted from a Court's Ruling. Whereas a Ruling contains the Court's reasoning and determination on the issues in dispute, it is not the operative instrument for purposes of execution or for taking subsequent procedural steps. Once a Ruling is delivered, the successful party must extract an Order, which represents the formal and binding

expression of the Court's decision, as contemplated under Section 2 of the *Civil Procedure Act*, which defines an Order as follows -

> "order" means the formal expression of any decision of a court which is not a decree, and includes a rule nisi;

20. Upon perusal of the Record of Appeal filed herein, it is evident that document No. 20 comprises a copy of the Ruling delivered by the Trial Court on 8th April 2024, appearing at pages 133 to 135 of the said Record. It is not disputed that the said Ruling dismissed the appellant's application dated 23rd February 2024. In the circumstances, this Court is satisfied that the omission to attach an extracted Order does not render the Appeal herein incompetent for non-compliance with Order 42 Rule 13(4)(f) of the Civil Procedure Rules, 2010. This is because the Ruling from which the Order would have been extracted from, is already included in the Record of Appeal, thereby enabling the Court to sufficiently comprehend the decision challenged on Appeal.

21. This Court therefore finds that this Appeal is not fatally defective, as the appellant has sufficiently complied with Order 42 Rule 13(4)(f) of the Civil Procedure Rules, 2010, 2010, by including in the Record of Appeal the Ruling delivered by the Trial Court on 8th April 2024, which forms the subject of this Appeal.

If the instant Appeal is merited.

22. The Ruling that forms the subject of this Appeal was in respect to the appellant's application dated 23rd February 2024 which sought an order for stay of all proceedings before the Small Claims Court and a referral of the dispute to arbitration pursuant to the Arbitration Agreement between the parties herein. The application was filed under the provisions of inter alia, Section 6 of the *Arbitration Act*, 1995 which provides that -

    1. A court before which proceedings are brought in a matter which is the subject of an Arbitration Agreement shall, if a party so applies not later than the time when that party enters appearance or otherwise acknowledges the claim against which the stay of proceedings is sought, stay the proceedings and refer the parties to Arbitration unless it finds -

        a. that the Arbitration Agreement is null and void, inoperative or incapable of being performed; or

        b. that there is not in fact any dispute between the parties with regard to the matters agreed to be referred to Arbitration .

    2. Proceedings before the court shall not be continued after an application under subsection (1) has been made and the matter remains undetermined.

    3. If the court declines to stay legal proceedings, any provision of the Arbitration Agreement to the effect that an award is a condition precedent to the bringing of legal proceedings in respect of any matter is of no effect in relation to those proceedings.

23. The import of the foregoing provisions was addressed by the Court in the case of Niazsons (K) Ltd v China Road Bridge [2001] KLR, as hereunder -

> All that an applicant for a stay of proceedings under section 6 (1) of the *Arbitration Act* of 1995 is obliged to do is to bring his application promptly. The court will then be obligated to consider the threshold things:

a. Whether the applicant has taken any step in the proceedings other than the steps allowed by the section;

b. Whether there are any legal impediments on the validity, operation or performance of the Arbitration Agreement; and

c. Whether the suit intended concerned a matter agreed to be referred to Arbitration "

24. Further, the Court of Appeal in the oft cited case of UAP Provincial Insurance Company Ltd v Michael John Beckett [2013] KECA 205 (KLR), made the following observation in regard to applications for stay of proceedings filed pursuant to the provisions of Section 6 of the *Arbitration Act* –

> In our view, the issue with which Mutungi, J was concerned when dealing with the application under section 6 of the *Arbitration Act* was whether or not the Arbitration clause would be enforced and whether the matter was one for reference to Arbitration . Section 6 of the Arbitration provides an enforcement mechanism to a party who wishes to compel an initiator of legal proceedings with respect to a matter that is the subject of an Arbitration Agreement to refer the dispute to Arbitration . Section 6 of the *Arbitration Act* under which UAP's application for stay of proceedings was presented provides in the relevant part:
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> .....
>
> It is clear from this provision that the enquiry that the court undertakes and is required to undertake under section 6(1) (b) of the *Arbitration Act* is to ascertain whether there is a dispute between the parties and if so, whether such dispute is with regard to matters agreed to be referred to Arbitration ... (Emphasis added)

25. This Court is of the finding that the appellant's application dated 23rd February 2024 was filed timeously, having been lodged contemporaneously with the Memorandum of Appearance of the same date. This demonstrates that the application was made no later than the time the appellant entered appearance or otherwise acknowledged the respondent's claim before the Small Claims Court.

26. The second question for determination is whether an Arbitration Agreement exists between the parties herein. The appellant maintained that Clauses 11(a) & (b) of the Individual Contribution Agreement dated 5th January 2023 expressly subjected the respondent to the terms of the Partnership Agreement and any subsequent amendments. According to the appellant, by making her capital contribution, the respondent assumed the status of a partner in the LLP and became bound by all its provisions, including the Arbitration Clause.

27. The respondent on the other hand contended that no valid Arbitration Agreement existed to justify referring the dispute between the parties herein to Arbitration. She maintained that the parties' relationship was governed exclusively by the Individual Contribution Agreement, which contains no Arbitration Clause. She further argued that the Amended Partnership Agreement dated 1st August 2023 was executed only between the appellant and third-party institutions, and dealt purely with internal governance matters and did not bind individual contributors such as herself, who was neither privy to it nor aware of its terms, thus failing to meet the essential requirements for a binding contract.

28. Upon perusal of the Individual Contribution Agreement dated 5th January 2023, it is manifest that it does not contain an Arbitration Clause. However, Clause 11 of the said Agreement sets out the General Terms and Conditions. Notably, Clauses 11(a) and 11(b) states as follows -

a. This Contribution Agreement (this "Agreement) is entered into subject to the terms of the Britam Wealth Management LLP's Fund Information Memorandum and the Partnership Agreement dated 1st April 2018 (and any subsequent revisions or variations made thereto).

b. Britam Wealth Management LLP (the "Partnership") is a Limited Liability Partnership established in Kenya, with Britam Asset Managers (Kenya) Limited (herein "the Fund Manager") as the Principal Partner charged with administering the affairs of the Partnership. By executing this Agreement, and making the Capital Contribution, the Subscriber shall become a Partner in the Partnership and accordingly unequivocally accepts to comply and be bound by the provisions of the Partnership Agreement. (Emphasis added).

29. This Court's considered view is that the effect of the foregoing provisions is that the Individual Contribution Agreement is expressly made subject to the fund information memorandum and the original Partnership Agreement dated 1st April 2018, including any future amendments such as the Amended Partnership Agreement dated 1st August 2023. By signing the Contribution Agreement and making the capital contribution, the subscriber automatically becomes a partner in the limited liability partnership and as a result, agrees to be governed by and bound to all the provisions of the original and Amended Partnership Agreement. This means that these clauses incorporate the terms of the Partnership Agreement into the parties' relationship by reference, and impose on the subscriber the obligations applicable to partners within the LLP.

30. In light of the foregoing, this Court respectfully departs from the Trial Court's conclusion that although the respondent signed the Individual Contribution Agreement dated 5th January 2023, she did not agree to be bound by future amendments to the Partnership Agreement. The Court also disagrees with the finding that because the respondent did not sign and was not notified of the Amended Partnership Agreement dated 1st August 2023, it would be unreasonable and unfair to hold her bound by its terms. I further disagree with the Trial Court's conclusion that the respondent, having not consented to the Amended Partnership Agreement, could not be subject to it.

31. I am as such persuaded that pursuant to the provisions under Clause 11 (a) & (b) of the Individual Contribution Agreement dated 5th January 2023, the respondent herein was bound by the provisions of Partnership Agreement dated 1st April 2018 and the Amended Partnership Agreement dated 1st August 2023. As earlier on found by this Court in this Ruling, the Individual Contribution Agreement dated 5th January 2023 does not contain an Arbitration Clause, However, Clause 36 of the Partnership Agreement dated 1st August 2023 states that –

36. Governing Law And Dispute Resolution

36.1 This Agreement is governed by, and shall be interpreted in accordance with, the laws of Kenya.

36.2 Any dispute or difference in connection with this Agreement between the Partners or their respective representatives arising out of or in connection with its construction or application, any account, valuation or division of assets, debts or liabilities to be made under this Agreement, any act, deed or omission of any Partner; or any other matter in any way relating to the Partnership, the Business or the Partnership's affairs, or the rights, duties or liabilities of any person under this Agreement:

36.2.1 shall in the first instance, be referred to the Chairman of the Principal Partner who shall facilitate bona fides discussions and an amicable resolution to the dispute.

36.2.2 if an amicable resolution cannot be reached through the bonafide discussions within thirty (30) Days from the date of notification of the dispute, the dispute may be referred to Arbitration by a single arbitrator appointed by Agreement between the parties and in default of such Agreement by the Chairman for the time being of the Chartered Institute of Arbitrators Kenya Chapter, the result of which Arbitration shall be final and binding upon all the parties and the proceedings shall be regulated by the provisions of the *Arbitration Act* (No. 4 of 1995) or any law or instrument taking the place of such Act. The decision of the arbitrator shall be final and binding on the Parties. Notwithstanding the above provisions of this clause, a party hereto is entitled to seek preliminary injunctive relief or interim or conservatory measures from any court of competent jurisdiction pending the final decision or award of the arbitrator.

32. From the above Clauses, I am satisfied that there exists an Arbitration Agreement between the parties herein. Having established the existence of an Arbitration Agreement, the next question for determination is whether the dispute between the parties herein falls within the scope of the disputes contemplated under Clause 36 of the Partnership Agreement dated 1st August 2023 reproduced hereinabove. It is now well settled that an arbitration clause must be construed strictly based on the parties' intention.To this end, I agree with the observation made by the Court in Euromec International Limited v Shandong Taikai Power Engineering Company Limited [2021] KEHC 93 (KLR) that -

> The other reason upon which the applicant's argument fails is primarily a question of interpretation of the Arbitration clause to get its real meaning and intention of the parties. Contractual interpretation is, in essence, simply ascertaining the meaning that a contractual document would convey to a reasonable person having all the background knowledge that would have been available to the parties. In Arnold v Britton, Lord Neuberger explained that the courts will focus on the meaning of the relevant words used by the parties 'in their documentary, factual and commercial context,' in the light of the following considerations: (i) the natural and ordinary meaning of the clause; (ii) any other relevant provisions of the contract; (iii) the overall purpose of the clause and the contract; (iv) the facts and circumstances known or assumed by the parties at the time that the document was executed; and (v) commercial common sense; but (vi) disregarding subjective evidence of any party's intentions.

33. The dispute between the parties herein concerns the respondent's claim that the appellant wrongfully withheld Kshs.169,000/= from her investment proceeds during the second withdrawal, contrary to Clause 11(n) of the Individual Contribution Agreement, which only permitted deductions of 25% of the income earned together with applicable Fund Manager fees. The respondent asserts that the additional deduction, labelled as a "market value adjustment," was unauthorized, unexplained, and amounted to a breach of the Agreement, thereby entitling her to recover the sum of Kshs.169,000/= as special damages.

34. A review of the provisions of Clause 36 of the Partnership Agreement dated 1st August 2023 reveals that the dispute resolution mechanism therein applies exclusively to disputes between the partners or their representatives, arising from the construction or application of the Partnership Agreement, valuation or division of partnership assets, acts or omissions of a partner, or any matter relating to the partnership's internal affairs and rights or obligations under that Agreement. The dispute between the parties herein however arises solely from the Individual Contribution Agreement dated 5th January 2023 and concerns the handling of the respondent's personal investment, not partnership governance or partner obligations.

35. Consequently, I am not persuaded that the respondent's claim against the appellant falls within the scope of the disputes contemplated under Clause 36 of the Partnership Agreement dated 1st August 2023. It is this Court's finding that the said Arbitration Agreement and/or clause is not applicable to the dispute between the parties herein.

36. In the end, this Court finds that the instant Appeal is not merited. It is hereby dismissed with costs to the respondent. The lower Court case is remitted to the Trial Court for trial and determination on merits.

It is so ordered.

DATED, SIGNED AND DELIVERED AT NAIROBI ON THIS 7TH DAY OF NOVEMBER 2025. JUDGMENT DELIVERED THROUGH MICROSOFT TEAMS ONLINE PLATFORM.

NJOKI MWANGI

JUDGE

In the presence of:-

Ms Muthamia h/b for Mr. Kamau for appellant

Mr. Mwiti for the respondent

Ms B. Wokabi – Court Assistant.