REPUBLIC OF KENYA

IN THE ENVIRONMENT & LAND COURT AT NAIROBI

ELCA E153 OF 2024

MAWORKS INVESTMENT COMPANY LIMITED - 1ST LANDLORD/APPELLANT

JACQUELINE NJERI NGURU - 2ND LANDLORD/APPELLANT

EVELNE K. MUTHAMIA - 3RD LANDLORD/ APPELLANT

VS

ALEX KIMATHI GICHARI - TENANT/ RESPONDENT

(Being an Appeal against the Ruling of Hon. Mr. Gakuhi Chege and Hon. Ms. Joyce Osodo delivered on 12/9/2024 in Nairobi BPRT Case No. E278 of 2024)

JUDGMENT

1. This appeal arises from a Ruling issued on 12/9/2024 in Business Premises and Rent Tribunal Case No. E278 of 2024. The Ruling concerns two applications; dated 27/2/2024 by the Tenant/Respondent herein and that of 18/5/2024 by the Landlord/Appellant.
2. The Tenant/Respondent's application dated 27/2/2024 sought restraining orders against the Landlords/Appellants from interfering with his quiet occupation and lawful enjoyment of the suit premises situate at Imenti House pending the hearing and determination of the case. The Respondent also sought orders to allow the Landlords unlimited access to the business premises and to restrain the Landlords from letting out the premises during the pendency of the suit.

3. The Tribunal issued interim ex-parte orders on 28/2/2024. Later, the Tenant informed the Tribunal that the Landlords had locked him out of the suit premises and disconnected water and electricity. However, the Landlords maintained that the Tenant/Respondent had locked himself out and denied locking the Tenant/Respondent from his business premises. Based on these opposing positions, the Tribunal ordered an inspection of the suit premises to determine whether the water and electricity connections were intact. The inspection report confirmed that the Tenant's tools of trade had been dismantled and removed from the premises. The Caretaker informed the Inspector that the items were in the store. The Inspector also noted that there was little water running from the taps and that there was no electricity supply.
4. The 3rd Landlord/Appellants, in response to the application, filed a Replying Affidavit sworn by the 3rd Landlord/Appellant, denying their interference with the tenancy. They stated that the Tenant/Respondent was in rent arrears of Kshs. 745,000/= as of April 2024, among other allegations.
5. On 4 December 2024, the Tribunal ordered the release of the Tenant's goods and instructed the Landlords to allow him access to the token meter and reconnect water within 7 days, failing which rent would remain suspended. Subsequently, the Tenant filed a Further Affidavit denying that he was in rent arrears of the claimed amount and stated that he only owed Kshs. 5,000/= in rent.
6. The Tribunal, in its Ruling of 12/9/2024, held that the letters written to the tenant were not in the prescribed form. They were therefore invalid, as they purported to alter the terms of the tenancy agreement. The Tribunal further criticised the landlords for entering the premises without any court order and dismantling and removing the cooking equipment. The landlords were also faulted for allegedly disposing of the equipment without seeking authority from the court for such entry, removal, and disposal, contrary to the court's orders.

7. The Tribunal therefore granted the Tenant unrestricted access to the business premises pending the hearing and determination of the suit. The Respondents were restrained from renting out the business premises to another Tenant until the suit is decided. The Landlords were further restrained from evicting, intimidating, disconnecting electricity or water supply, or interfering in any way with the Applicant's peaceful occupation. The OCS Central Police was instructed to ensure compliance with these orders.
8. The Landlord/Appellants' application dated 18/5/2024, on the other hand, sought three orders: that the Tribunal sets aside its orders issued on 12/4/2024; that Jacqueline Njeri Nguru and Evelyne K. Muthamia be removed as parties from the proceedings; and that the Landlord's caretaker, Makford Muoki, be directed to appear before the Tribunal for clarification on his representations to the Tribunal's Inspector regarding the whereabouts of the cooking equipment.
9. Upon considering the application and the responses thereto, the Tribunal concluded that the application was merely an afterthought filed with the aim of overturning the Tribunal's previous orders in favour of the Tenant/Respondent. It was noted that the 2nd and 3rd Landlords were only seeking to be removed from the proceedings to avoid fulfilling the obligations outlined in various court orders. Consequently, the application was dismissed. The Tribunal further instructed the Tenant to submit documents evidencing the costs of replacing and installing the cooking equipment, as well as any loss of business, for the assessment of damages. Additionally, the order for rent suspension was to remain in force until the Tenant's business is operational again.
10. Aggrieved by the Ruling of 12/9/2024, Landlords instituted this appeal vide the Memorandum of Appeal dated 11/10/2024 raising the following grounds;
    a. The Learned Members of the Tribunal erred in law and fact by declining to set aside its orders of 12/4/2024 in Nairobi BPRT Case

No. E278 of 2024 for restoration of cooking equipment notwithstanding the fact that the orders had been overtaken by events since the cooking equipment had already been disposed.

b. The Learned Members of the Tribunal erred in law and fact by declining to strike out the names of the 2nd and 3rd Appellants from the proceedings in Nairobi BPRT Case No. E278 of 2024 notwithstanding the uncontroverted position that the said parties are not in any form of landlord-tenant relationship with the Respondent herein.
c. The Learned Members of the Tribunal erred in law and fact by declining to strike out the names of the 2nd and 3rd Appellants from the proceedings in Nairobi BPRT Case No. E278 of 2024 in disregard of the separate personality principle of Company Law.
d. The Learned Members of the Tribunal erred in law and fact by declining to summon the 1st Appellant's caretaker for clarification on the whereabouts of the cooking equipment that was removed from the let business premises.
e. The Learned Magistrate of the Tribunal erred in law and fact when they held that the Appellants removed the cooking equipment from the let premises in breach of the Tribunal's orders in Nairobi BPRT Case No. E278 of 2024 despite documents on Record confirming that the Tribunal's orders were served upon the Appellants after the fact.
f. The Learned Members of the Tribunal in law and fact when they dismissed the Appellants' Notice of Motion Application in Nairobi BPRT Case No. E 278 of 2024 as an afterthought when the same was brought in good faith to set aside orders that had been overtaken by events.
g. The Learned Members of the Tribunal erred in law and fact when they directed the Respondent to file documents with respect to the

replacement and installation costs of cooking equipment at that interim stage of proceedings.

h. The Learned Members of the Tribunal erred in law and fact when they held that the Appellants claim for rental arrears was not part of any application before the Tribunal in Nairobi BPRT Case No. E278 of 2024 when the issue of arrears was first pleaded by the Respondent in their Notice of Motion Application dated 27/2/2024 and responded to by the Appellants in Replying Affidavit sworn on 11/4/2024 by the 3rd Appellant herein.

11. The Appellants therefore seeks for the following orders;

a. This Appeal be and is hereby allowed.

b. The Ruling delivered on 12/9/2024 by the Business Premises Rent Tribunal in Nairobi BPRT Case No. E278 of 2024 and the Decree emanating from the said Ruling be and are hereby set aside.

c. The Appellant's Notice of Motion dated 18/5/2024 in Nairobi BPRT Case No. E278 of 2024 be and is hereby allowed.

d. The Reference in Nairobi BPRT Case No. E278 OF 2024 be and is hereby referred back for hearing at the Business Premises Rent Tribunal before other Tribunal members other than Hon. Gakuhi Chege and Hon. Ms. Joyce Osodo.

e. The Appellant be and is hereby awarded costs for this appeal.

The Written Submissions

12. The appeal was heard through written submissions. The Landlords/Appellants' submissions are dated 6/3/2025, whereas the Tenant/Respondent's submissions are dated 21/3/2025. The court has considered the submissions in reaching its decision, which are summarised below.

13. The Appellants identify the following issues for determination: whether the Tribunal erred in dismissing the Appellants' application dated

18/5/2024; whether the Tribunal erred by directing the Respondent to file documents concerning the replacement and installation costs of cooking equipment at an interim stage of proceedings; and whether the Tribunal erred by holding that the Appellants' claim for rental arrears was not part of any application before the Tribunal.

14. In the first issue, the Appellant submits that by the time the orders for the return of goods to the premises were made by the Tribunal, the goods had already been disposed of. It was therefore not practical for the orders to be complied with. They accuse the Tribunal of making orders based on the assumption that the cooking equipment was in store, which the store the Rent Inspector never accessed to confirm its existence. They argue that the Tribunal erred in not summoning the caretaker, who would have clarified the whereabouts of the cooking equipment. It is therefore their submission that the orders to replace the cooking equipment were overtaken by events.

15. Regarding the prayer for striking out the names of the 2nd and 3rd Appellants, they contend that the Tribunal's refusal to remove them from the proceedings contradicts the principle that a company is a legal person distinct from its Directors. Additionally, although the 2nd Appellant was included in the proceedings as a Director of the 1st Appellant, the Respondent has not explained why the 3rd Respondent was included.

16. Regarding whether the Tribunal erred in instructing the Respondent to submit documents concerning the replacement and installation costs of the cooking equipment at an interim stage of the proceedings, the Appellants argue that these orders were premature and prejudicial. They criticise the Tribunal for assuming that the equipment belonged to the Respondent, especially as the issue of ownership is fiercely contested. They contend that the Tribunal should have inquired into the ownership of the equipment before issuing such adverse orders.

17. On the last issue, the Appellants submit that the Tribunal erroneously held that the Respondent's rent arrears were never part of the application before it. They argue that the issue of rent arrears was raised by both the Respondent and the Appellants. The Respondent acknowledged owing Kshs. 5,000/= in his Supporting Affidavit, whereas the Appellants stated in their Replying Affidavit that rent arrears stood at Kshs. 745,000/= as at 11/4/2024. Therefore, they contend that the Tribunal, in granting an injunction, should have noted that the Respondent approached the court with unclean hands. They assert that it is absurd for the Tribunal to prevent the Appellant from claiming rent arrears from the Respondent. They urge the court to allow the appeal and grant the orders sought in the Memorandum of Appeal.
18. The Respondent agrees with the proposed issues for determination as submitted by the Appellants. On the first issue, the Respondent asserts that although the Appellants claim they had already disposed of the cooking equipment on 28/2/2024 prior to being served with injunctive orders on 29/2/2024, the Appellants did not seek or obtain break-in orders. Consequently, the Appellants' entry was illegal from the outset. Additionally, there is no evidence to prove that the cooking equipment was indeed disposed of as alleged.
19. The Inspector's Report confirmed that the cooking equipment had been dismantled and stored in the store. The Respondent contends that the Appellants' application dated 18/5/2024 was an afterthought to circumvent the Tribunal's orders of 12/4/2024 to return the equipment. The Respondent argues that it was entitled to the injunctive orders issued, as the purported notices of termination did not comply with the provisions of Section 4(1) and (2) of Cap. 310, Laws of Kenya. Therefore, the Tribunal was justified in issuing injunctive orders as it did.
20. Regarding the removal of the 2nd and 3rd Appellants from the proceedings before the Tribunal, the Respondent submits that the 2nd Appellant was sued in his capacity as a Director of the 1st Appellant.

Conversely, the 3rd Appellant is said to have sued in her capacity as someone who verbally entered into an agreement to vary the rent to Kshs. 20,000/= in November 2022 after surrendering the balcony area. The assertion has not been contested by the Appellants.

21. Regarding the alleged rent arrears amounting to Kshs. 745,000/=, the Respondent contends that this has not been proved. The illegal notices only aimed to alter the terms of the tenancy, and there was no mention of such a large sum in rent arrears. The Respondent states that the issue of rent arrears was only raised in the Appellants' Replying Affidavit of 11/4/2024, not in the application of 18/5/2024. Therefore, it was appropriate for the Tribunal to disallow the Respondent from introducing it in subsequent proceedings. Since the Tribunal approved the Respondent's application of 27/2/2024 and dismissed the Appellants' application of 18/5/2024, it was only fair and just for the Tribunal to order the Respondent to file documents proving the replacement cost of the cooking equipment as well as the loss of business for the assessment of damages. Based on the above, the Respondent respectfully urges the court to dismiss the appeal and uphold the Tribunal's Ruling of 12/9/2024.

Analysis and Determination

22. I have carefully considered the proceedings before the Tribunal, the memorandum of appeal as well as the submissions by the parties. My duty as the first appellate court was succinctly put up in the case of Selle and Another –vs- Associated Motor Boat Co. Ltd & Others EA 123 as follows:

"…..An appeal to this court from a trial by the High Court is by way of retrial and the

principles upon which this court acts in such an appeal are well settled. Briefly put

they are that this 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 allowance in this respect. In particular, this court is not

bound necessarily to follow the trial judge's findings of fact if it appears either it has

clearly failed on some point to take account of particular circumstances or

probabilities materially to estimate the evidence of if the impression based on the

demeanor of a witness is inconsistent with the evidence in the cases generally".

23. The issues for determination in this appeal are;
    a. Whether the Whether the Tribunal erred in granting the Tenant/Respondent unlimited access to the premises and the default orders therein
    b. Whether the Tribunal erred in disallowing the Landlords'/ Appellants' application dated 18/5/2024.
    c. Which orders should the court issue?

Whether the Tribunal erred in granting the Tenant/Respondent unlimited access to the premises and the default orders therein.

24. It is important to note that the Reference is still pending before the Tribunal. I will therefore exercise restraint so as not to prejudice the proceedings before the Tribunal.
25. The Respondent had approached the Tribunal seeking injunctive orders against the Appellants for peaceful possession, as he was concerned that the Landlords would unlawfully evict him following the Termination Notices served upon him. In response, the Appellants denied locking out the Respondent or disconnecting water supply and electricity to the premises, or barring the Respondent from his business premises. Based on these differing positions, the Tribunal ordered an inspection of the

premises to determine whether water and electricity services were connected.

26. The inspection Report confirmed that the Tenant’s tools of trade had been dismantled and removed from the premises. That the Caretaker informed the Inspector that the items were in the store. The Inspector further noted that there was little water running from the taps. There was no electricity supply thereon. On 12/4/2024, the Tribunal ordered the release of the Tenant’s goods and directed the Landlords to allow him access to the token meter and reconnect water within 7 days failing which rent payment would remain suspended.
27. The 3rd Landlord/Appellants in response to the application filed a Replying Affidavit sworn by the 3rd Landlord/Appellant denying their interference with the tenancy.
28. The Tribunal, in its ruling of 12/9/2024, held that the letters written to the tenant were not in the prescribed form. They were therefore invalid as they purported to alter the terms of the tenancy agreement. The Tribunal further criticised the landlords for entering the premises without any court order and dismantling as well as removing the cooking equipment. The landlords were also criticised for allegedly disposing of the equipment without seeking authority from the court for such entry, removal, and disposal against the court's orders.
29. The Tribunal thus granted the Tenant unlimited access to the business premises pending the hearing and determination of the suit. The Respondents were restrained from letting the business premises to another Tenant until the suit is decided. The Landlords were also prevented from evicting, intimidating, or disconnecting electricity, water supply, or interfering in any way with the Applicant’s quiet and peaceful occupation. The OCS Central Police was instructed to ensure compliance with these orders.
30. It is evident that the Tenant/Respondent was evicted from the suit premises by the Appellants. The Appellants have acknowledged that they

removed the Respondent's cooking equipment and disposed of it well before they were served with the injunctive orders from the Tribunal issued on 28/2/2024. The Appellants have, in fact, leased out the premises to a new tenant, as evidenced by the Lease Agreement executed therein.

31. It is trite law that termination of a controlled tenancy should be procedural, and in line with Section 4 of Cap 301 Laws of Kenya which provides:

"A landlord who wishes to terminate a controlled tenancy, or to alter, to the detriment

of the tenant, any term or condition in, or right or service enjoyed by the tenant

under, such a tenancy, shall give notice in that behalf to the tenant in the prescribed

form."

32. I have perused the impugned notices dated 2/11/2022 and that of 23/2/2024. The Respondent was apprehensive of being evicted. The Appellants have confirmed that, indeed, they had disposed of the Respondent's cooking equipment way before the orders of restoration had been issued. The Appellants, however, have not stated when they disposed of the equipment. This was done without court orders authorising the removal and disposal of the Respondent's cooking equipment.

33. Section 6 (1) of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act, Cap.301 Laws of Kenya provides that;

"A receiving party who wishes to oppose a tenancy notice, and who has notified the requesting party under Section 4(5) of this Act that he does not agree to comply with the tenancy notice, may, before the date upon which such notice is to take effect, refer the matter to a Tribunal, whereupon such notice shall be of no effect until, and subject to, the determination of the reference by the Tribunal:

Provided that a Tribunal may, for sufficient reason and on such conditions as it may think fit, permit such a reference notwithstanding that the receiving party has not complied with any of the requirements of this section."

34. According to the provision above, the Appellants' notices became ineffective once the Respondent filed a Reference before the Tribunal. The notice could only take effect after the Tribunal's determination of the Reference. Therefore, it is irrelevant whether the Appellants were served with the injunctive orders or not. Evicting the Respondent while the Reference was pending, based on the contested notices, was unlawful. Since the Appellants failed to act in accordance with Section 6 of the Act, the Tribunal cannot be faulted for issuing orders for the Respondent to be restored to the premises.
35. It is clear and obvious that the Appellants herein neither procured nor obtained any eviction order before breaking into the demised premises and effectively removing the Respondent from the suit premises.
36. In the absence of a lawful court order, the Defendant could not exercise the right to retake possession or otherwise evict the Plaintiff from the suit property. In this regard, the impugned actions by and on behalf of the Defendant amounted to an illegal eviction.
37. The Court of Appeal in the case of **Gusii Mwalimu Investment Company Ltd & 2 Others versus Mwalimu Hotel Kisii Ltd (1996)eKLR,** held as hereunder;

"I have no hesitation whatsoever in holding that the landlord did all it could to obtain the possession unlawfully and the learned judge was entirely right in making the orders he made. If what the landlord did in this case is allowed to happen we will reach a situation when the landlord will simply walk into the demised premises exercising his right of re-entry and obtaining possession extra-judicially. A court of law cannot allow such state of affairs whereby the law of the jungle takes over. It is trite law that unless the tenant consents or agrees to

give up possession the landlord has to obtain an order of a competent court or a statutory tribunal (as appropriate) to obtain an order for possession."

38. To surmise, I find and hold that the impugned actions and/or activities by and at the instance of the Defendant, including, among other things, the admitted breaking into the demised premises, constituted and amounted to illegal eviction of the Respondent.
39. The Appellants unlawfully dismantled and disposed of the Respondent's cooking equipment. I find no fault with the Tribunal's decision to grant the Respondent unlimited access to the premises, and, failing that, to require the Respondent to submit documents relating to the costs of restoring the equipment for assessment of damages.

Whether the Tribunal erred in disallowing the Landlords'/ Appellants' application dated 18/5/2024.

40. The Landlord/Appellants' application dated 18/5/2024 sought three orders: that the Tribunal sets aside its orders issued on 12/4/2024; that Jacqueline Njeri Nguru and Evelyne K. Muthamia be removed as parties from the proceedings; and that the Landlord's caretaker, Makford Muoki, be directed to appear before the Tribunal for clarification on his representations to the Tribunal's Inspector regarding the whereabouts of the cooking equipment.
41. The Tribunal, while dismissing the application, held that the Appellants had filed it with the intention of circumventing the Tribunal's previous orders in favour of the Tenant/Respondent. It also noted that the 2nd and 3rd Landlords were merely seeking to be removed from the proceedings to avoid fulfilling the obligations outlined in various court orders. The application was therefore dismissed.
42. The first order sought by the Appellants was setting aside of the Tribunal's orders of 12/4/2024. Setting aside or review of a judgement or an order made by a court are provided for under Section 80 of the Civil

Procedure Act; while Order 45 of the Civil Procedure Rules 2010, provide the procedural requirements. Section 80 of the Civil Procedure Act provides that: -

"Any person who considers himself aggrieved—

a. by a decree or order from which an appeal is allowed by this Act, but from which no appeal has been preferred; or
b. by a decree or order from which no appeal is allowed by this Act, may apply for a review of judgment to the court which passed the decree or made the order, and the court may make such order thereon as it thinks fit."

43. Order 45 rule 1(1) of the Civil Procedure Rules 2010, on the other hand is explicit that;

(1) Any person considering himself aggrieved—

a. by a decree or order from which an appeal is allowed, but from which no appeal has been preferred; or
b. by a decree or order from which no appeal is hereby allowed, and who from the discovery of new and important matter or evidence which, after the exercise of due diligence, was not within his knowledge or could not be produced by him at the time when the decree was passed or the order made, or on account of some mistake or error apparent on the face of the record, or for any other sufficient reason, desires to obtain a review of the decree or order, may apply for a review of judgment to the court which passed the decree or made the order without unreasonable delay."

44. What emerges from sub rule 1(b) above is that the grounds for review include the discovery of new and important matter or evidence, a mistake or error apparent on the face of the record, or any other sufficient reason.

45. I have already established that the Appellants acted unlawfully by evicting the Respondent without any court order and during the

pendency of the suit. The Tribunal was justified in refusing to set aside its orders of 12/4/2024.

46. Regarding the third prayer for summoning the Landlords' Caretaker to explain the whereabouts of the cooking equipment, I also see no fault in the Tribunal's decision to refuse the orders sought. The location of the equipment was irrelevant since the Appellants had confirmed evicting the Respondent.

47. The second prayer by the Appellants was to remove the names of the 2nd and 3rd Appellants from the proceedings. The Appellants argued that the 2nd and 3rd Appellants are separate and distinct from the 1st Appellant, a legal entity.

48. I note that the 2nd Appellant was sued as a Director of the 1st Appellant company. The 3rd Appellant, on the other hand, was sued for orally varying the Tenancy Agreement on behalf of the 1st Appellant. The 3rd Appellant confirmed in her Supporting Affidavit to the Application, deponed on 18/5/2024, that she is involved in the day-to-day management of the 1st Appellant.

49. It is trite that a company in law is a separate legal personality from its members. This principle was established in the renowned case of Salomon v Salomon [1897] AC 22. The Court of Appeal has addressed this issue on several occasions. In the case of **Victor Mabachi & Anor v Nurturn Bates Ltd [2013] eKLR**, the Court of Appeal stated as follows-

> " [A company] as a body corporate, is a persona jurisdica, with a separate independent
>
> identity in law, distinct from its shareholders, directors and agents unless there are
>
> factors warranting a lifting of the veil."

50. Legally, the 1st Appellant which is a company, is a legal person and can act through its agents, and in this case, the 2nd and 3rd Appellants, are such agents. An agent of a disclosed principle cannot be sued. See the

decision by the Court of Appeal in the case of **Anthony Francis Wareheim t/a Wareham & 2 Others v Kenya Post Office Savings Bank, NRB CA Civil Application nos. Nai 5 & 48 of 2002** the Court held thus-

> "It was also prima facie imperative that the court should have dismissed the respondent's claim against the second and third appellants for they were impleaded as agents of a disclosed principal contrary to the clear principal of common law that where the principal is disclosed, the agent is not to be sued."

51. In **Central Kenya Ltd –vs- Trust Bank Ltd & 5 Others [2000] eKLR**, the Court of Appeal held that the paramount consideration in allowing joinder of the parties sought to be joined in a suit is whether the party concerned is necessary for the effectual and complete adjudication of all the questions involved in the suit. The question before the Tribunal is whether the Landlord evicted the Respondent pursuant to an incurably defective notice to vacate contrary to the provisions of the Cap. 301 Laws of Kenya. It is my finding that the Tribunal can aptly determine this issue without the 1st Appellant's Directors being joined as parties to the said suit.
52. An appellate Court will only interfere with a lower Court's judgment if the same is founded on wrong principles or misdirected itself on the facts and/or law. That was the Court of Appeal's holding in **Mkube v Nyamuro [1983] KLR, 403-415, at 403** where JA, Kneller & Hannox Ag JJA held that-

"A Court on appeal will not normally interfere with the finding of fact by a trial court

unless it is based on no evidence, or on a misapprehension of the evidence, or the

judge is shown demonstrably to have acted on wrong principles in reaching his

conclusion."

Which orders should the court issue?

53. Based on the foregoing, it is my finding that, the appeal herein is merited partially to the extent outlined in (a) and (b) below;
    a. Consequently, I hereby set aside the Tribunal's order declining to strike out the 2nd and 3rd Appellants' names.
    b. I hereby substitute it with an order striking out the 2nd and 3rd Appellant's names from the proceedings before the Tribunal.
    c. The Appellants shall bear the costs of this appeal.
54. It is so ordered

DATED, SIGNED AND DELIVERED VIRTUALLY IN NAIROBI THIS 18TH DAY OF NOVEMBER 2025 VIA MICROSOFT TEAMS.

J G KEMEI
JUDGE

Delivered online in the presence of;

1. Mr Chidi for the Appellants
2. Mr Oyore For the Respondent
3. C/A – Ms. Yvette Njoroge