

**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA AT ELDORET**  
**CIVIL SUIT NO. 51 OF 1999**

**VISHVA BUILDERS LIMITED.....PLAINTIFF/DECREE  
HOLDER**

**VERSUS**

**MOI UNIVERSITY.....DEFENDANT/JUDGMENT  
DEBTOR**

**AND**

**NATIONAL BANK OF KENYA LIMITED.....1<sup>ST</sup>**

**GARNISHEE**

**CO-OPERATIVE BANK OF KENYA LIMITED.....2<sup>ND</sup>**

**GARNISHEE**

**KENYA COMMERCIAL BANK LIMITED.....3<sup>RD</sup> GARNISHEE**

**STANDARD CHARTERED BANK LIMITED.....4<sup>TH</sup>**

**GARNISHEE**

**ACCESS BANK LIMITED.....5<sup>TH</sup>**

**GARNISHEE**

**EQUITY BANK LIMITED.....6<sup>TH</sup>**

**GARNISHEE**

**ABSA BANK OF KENYA LIMITED.....7<sup>TH</sup>**

**GARNISHEE**

**RULING**

1. This is the 5<sup>th</sup> substantive post-Judgment Ruling I am delivering in this matter since rendering the Judgment on 2/02/2024. By the said Judgment, this Court awarded the Plaintiff the principal sum of Kshs 185,305,011.30 with interest thereon, and on 1/03/2024, upon being moved under the “slip rule”, this Court also awarded costs of the suit to the Plaintiff, which costs were also subsequently taxed at the sum of Kshs 4,779,336.56. The rest of the post-Judgment Applications have therefore basically been about execution of the decree, including commencement of Garnishee proceedings, the long and short whereof is that the Court eventually granted orders staying execution of the decree pending hearing and determination of an Appeal intended to be filed by the Defendant at the Court of Appeal. The stay of execution was granted on the condition that the Defendant secures and lodges a Bank Guarantee undertaking settlement of the principal Judgment sum of Kshs 185,305,011.30 should the Appeal fail or to get terminated. Such Bank Guarantee was indeed secured with the 1<sup>st</sup> Garnishee, **National Bank of Kenya Limited**, and is on record.
2. It is now not on dispute that the Court of Appeal, by its orders made on 24/11/2025 and 25/11/2025, respectively, struck out the Notices of Appeal and also the Record of Appeal

filed by the Defendant. It is therefore not in dispute that there is now no Appeal in existence, with the result that the orders of stay of execution have also automatically fallen by the wayside. There are now two rival, but related, Applications before me.

3. The 1<sup>st</sup> Application dated 28/11/2025, filed by the Plaintiff through **Messrs Havi & Co. Advocates**, seeks attachment of a number of bank accounts held and/or operated by the Defendant at the respective Garnishee banks, in settlement of the decree, and, by extension, also enforcement of the said Bank Guarantee. On account of this Application, this Court, on 28/11/2025, issued a Garnishee order nisi “freezing” the said various bank accounts, in the interim, pending the inter partes hearing.
4. The 2<sup>nd</sup> Application dated 1/12/2025 filed by the Defendant through **Messrs Kipkorir Cheruiyot, Chivai & Kigen Advocates LLP**, basically seeks stay of execution and lifting or setting aside of the Garnishee order nisi.
5. The 1<sup>st</sup> Application, filed through **Messrs Havi & Co.**, as aforesaid, is supported by the Affidavit sworn on 28/11/2025 by one **Harish Vekaria** who described himself as a director of the Plaintiff. Her deponed that the principal Judgment sum plus interest thereon currently stands at the sum of Kshs 1,243,672,694.09, plus the costs taxed at Kshs 4,779,336.56, and that despite the Court of Appeal striking out the Defendant’s Notices of Appeal and the Record of Appeal, and also despite demands made thereon, the Defendant has to date not settled the amounts due. He deponed further that by reason thereof, it is imperative that the said bank accounts be attached by way of issuance of a Garnishee order absolute, and the decree be paid out of monies held therein.
6. In respect to the 2<sup>nd</sup> Application, filed through **Messrs Kiprotich Cheruiyot, Chivai & Kigen Advocates LLP**, the same is supported by the Affidavit sworn on 1/12/2025 by one **Dorcac Mengich** who described herself as the Defendant’s Legal Officer. She acknowledged that the Defendant’s Notices of Appeal and Record of Appeal were struck out but averred that the Defendant has since sought to restore the appeal process by filing an Application at the Court of Appeal seeking extension of time to file fresh Notices and Record, which Application is pending for hearing. She also acknowledged receipt of the Plaintiff’s demand letters and the Garnishee order nisi, but contended that the Defendant is opposed to the manner in which the Plaintiff sought the payment and also obtained the order. She urged that the Defendant is a government public institution with its own Charter and execution of the decree against it ought to have been under the procedure set out in **Section Eldoret High Court Civil Suit No. 51 of 1999**

**21** of the **Government Proceedings Act, Cap. 40** which requires a Decree holder to obtain a Certificate of Order to be then served upon a Judgment Debtor's Accounting Officer, and also the Attorney General, which Certificate, in this case, the Plaintiff never applied for. She contended that the only alternative enforcement mechanism would have been by filing of Judicial Review proceedings for the relief of Mandamus. She deponed further that the Bank Guarantee cannot be used as a gateway to bypass mandatory execution procedures.

7. In response to the 2<sup>nd</sup> Application above filed by the Defendant, the Plaintiff filed the Grounds of Opposition dated 4/12/2025, in which it denied that the Defendant is "Government" or a "Government Agency" for purposes of execution under **Sections 20 and 21** of the **Government Proceedings Act**. It was also contended that the claim herein is itself also not subject to the said Act.
8. The Defendant also filed the Further Affidavit sworn on 4/12/2025. No leave was sought or obtained to file the same but no objection has been taken over its admission. The Affidavit is again sworn by the said **Dorcas Mengich** who basically reiterated that the Defendant falls within the meaning of a "government entity" as it is a Public Chartered University established by an Act of Parliament (**Moi University Act, Cap. 20**), and having a Public Charter from the government of Kenya granted by the President. She deponed further that the **Universities Act 2012** defines a public University as a body corporate established by the government and maintained with public funds, and that the **Public Procurement and Asset Disposal Act, 2015** defines a public entity to include Public Universities and Colleges. She urged further that the **Finance Management Act, 2012**, lists public universities as government/public entities by virtue of receiving public funds and is mandated to comply with the **PFM Act**, and also that the Auditor General subjects each public university in Kenya to annual public audit and issues periodic audit reports of the financial position, and that the Auditor General's recent report stated that the Defendant is ailing financially. The Defendant further argued that the Defendant receives annual budgetary allocation from Parliament to meet its expenditure needs.
9. The 7 Garnishees also filed respective Affidavits.
10. The 1<sup>st</sup> Garnishee (**National Bank of Kenya Limited**) filed the Replying Affidavit sworn by one **Simon K. Kamau** on 24/02/2025, who described himself as the Operations Manager of the 1<sup>st</sup> Garnishee's branch situated at the Defendant's University, and which Affidavit is filed through **Messrs G&A Advocates LLP**. He deponed that out of the 36 bank accounts cited by the Plaintiff, 9 are truly held and operated by the Defendant at the branch, but one was opened by the Defendant only for research activities, and is thus used solely for such

research activities in accordance with terms of the subject donor Agreements, which restrict the use of the funds to research only, and not for any other purpose. He however stated that the 1<sup>st</sup> Garnishee is ready and willing to comply with any orders that may be given by the Court. He also acknowledged receipt of the Defendant's demand letter but stated that the same was not accompanied with any Court order directing payment, yet under the terms of the Bank Guarantee issued by the 1<sup>st</sup> Garnishee, such demand must be accompanied by a certified copy of a Court order. According to him therefore, the demand did not give rise to any payment.

11. The 2<sup>nd</sup> Garnishee (**Co-operative Bank of Kenya Limited**) filed the Replying Affidavit sworn by one **Agnes Yego** on 5/12/2025, who described herself as a Service Manager thereof and which Affidavit is filed through **Messrs Kipkenda & Co.** The deponent stated that out of the 6 bank accounts cited by the Plaintiff, 5 do not belong to the 2<sup>nd</sup> Garnishee. She however confirmed one as truly held and operated by the Defendant.

12. The 3<sup>rd</sup> Garnishee (**KCB Bank Kenya Limited**) filed the Replying Affidavit sworn by one **Millicent Chelanga Marutit** on 4/12/2025, which is also filed through **Messrs G&A Advocates LLP.** The deponent described herself as the Accounts Relationship Manager at the 3<sup>rd</sup> Garnishee, and acknowledged that 10 out of the 11 bank accounts cited by the Plaintiff are indeed held by the Defendant at the 3<sup>rd</sup> Garnishee. She however deponed that 4 out of the 10 acknowledged bank accounts were operated and restricted solely for Research activities in accordance with terms of the donor Agreements. He then deponed that the Defendant, as at August 2025, owed the 3<sup>rd</sup> Garnishee amounts in unremitted loan deductions/repayments for its staff aggregating to a sum of Kshs 859,464,436.30, which amount remains outstanding to date. She thus urged that while the 3<sup>rd</sup> Garnishee remains willing to comply with any orders of the Court, it is unable to so comply in view of the outstanding debt. In the end, she, too, prayed that the 3<sup>rd</sup> Garnishee's costs of these proceedings, which she proposed at Kshs 70,000/-, be paid from the subject accounts.

13. The 4<sup>th</sup> Garnishee (**Standard Chartered Bank Limited**) filed the Replying Affidavit sworn by one **Gilbert Yegon** on 5/12/2025, who described himself as the Client Coverage Manager thereof, and which Affidavit is filed through **Messrs Sheth & Wathigo Advocates.** He confirmed that the 2 bank accounts cited by the Plaintiff are indeed held and operated by the Defendant at the 4<sup>th</sup> Garnishee. He however deponed that the funds in the accounts are not capable of settling the decree because the accounts are subject to a **Kenya Revenue Authority (KRA)** Agency Notice demanding payment of monies therefrom. He however

confirmed the 4<sup>th</sup> Garnishee's willingness to comply with the directions that the Court may give, and urged that the 4<sup>th</sup> Garnishee's costs of these proceedings be paid from the subject accounts.

14. The 5<sup>th</sup> Garnishee (**Access Bank Limited**) filed the Replying Affidavit sworn by one **Elisha Nyikuli** on 12/02/2025, who described himself as the Head of Legal & Company Secretary thereof, and which Affidavit is filed through **Messrs Alakonya & Associates Advocates LLP**. He deponed out of the 6 accounts cited by the Plaintiff, only 1 is held and operated by the Defendant at the 5<sup>th</sup> Garnishee. He however disclosed 5 other accounts held by the Defendant at the 5<sup>th</sup> Garnishee but contended that the funds held therein are monies received from international donors for purposes of sponsoring international students pursuing their studies in Kenya. He, too, then confirmed the 5<sup>th</sup> Garnishee's willingness to comply with any orders that may be issued by the Court, and he, too, prayed that the 5<sup>th</sup> Garnishee's costs of the Application, which he proposed at Kshs 50,000/-, be deducted from the subject accounts.
15. The 6<sup>th</sup> Garnishee (**Equity Bank of Kenya Limited**) filed the Replying Affidavit sworn by one **Victor Owino** on 24/02/2025, who described himself as the Eldoret Branch Operations Manager, Services, Quality & Compliance thereof. The Affidavit is filed through **Messrs Mburu Maina & Co. Advocates**. He deponed that the 2 bank accounts cited by the Plaintiff and alleged to held at the 6<sup>th</sup> Garnishee, are unknown to the 6<sup>th</sup> Garnishee, and thus do not exist. He however disclosed 2 other accounts held by the Defendant, and from a perusal of the account numbers given, it is clear that the Plaintiff simply missed out the first digit in both accounts. He then confirmed the 6<sup>th</sup> Garnishee's willingness to comply with any orders that may be issued by the Court, and he, too, prayed that the 6<sup>th</sup> Garnishee's costs of the Application be deducted from the said accounts.
16. The 7<sup>th</sup> Garnishee (**Absa Bank of Kenya Limited**) filed the Replying Affidavit sworn by one **Mercy Wambugu** on 3/12/2025, who described herself as the Legal Counsel thereof, and the same is filed through **Messrs Owiti, Otieno & Ragot Advocates**. She deponed that out of the 5 bank accounts cited by the Plaintiff, 3 are truly held and operated by the Defendant at the 7<sup>th</sup> Garnishee but 2 are closed and thus hold no funds. She then confirmed that the 7<sup>th</sup> Garnishee is ready and willing to comply with any orders that this Court may issue, and she, too, prayed that the 7<sup>th</sup> Garnishee's costs hereof, which she proposed at Kshs 100,000/-, be deducted or paid out of the said active accounts.

17. As it was agreed, with concurrence of the Court, that the 1<sup>st</sup> Application, filed through **Havi & Co**, raised basically factual matters, and the parties need not submit on the same, only the 2<sup>nd</sup> Application, filed through **Kipkorir Cheruiyot, Chivai & Kigen Advocates**, was canvassed, and which was done by way of oral Submissions made on 5/12/2025 by **Mr. Havi** for the Plaintiff, and **Mr. Kigen** for the Defendant. Needless to state, the Garnishees had no submissions to make on the Application, and thus did not address the Court thereon.
18. I do not deem it necessary to recount the oral Submissions made as aforesaid as Counsels basically highlighted the matters already cited in their respective Affidavits. They however cited several authorities which I have carefully read and considered.

### **Determination**

19. The one broad issue that arises herein for determination is “**whether a Garnishee order absolute should now issue pursuant to the Garnishee order nisi issued earlier herein**”.
20. To answer the above broad issue, the Court will have to first determine the points of challenge raised by the Defendant. The first is whether execution against the Defendant ought to be carried out through the procedure set down under the **Government Proceedings Act**. The second is whether these Garnishee proceedings is invalid for want of certification by the Court of the interest claimed by the Plaintiff to have accrued on the judgment.
21. On the first issue on whether, for purposes of execution, the Defendant falls under the **Government Proceedings Act**, it is the case that in Kenya, execution of money decrees against the Government or Governmental bodies or County Governments in the ordinary manner of instructing Auctioneers to proclaim and attach assets is prohibited. Decree-holders have therefore had to always proceed under the provisions of the **Government Proceedings Act, Cap. 40** which was enacted, to provide, among other, the “***the law relating to the civil liabilities and rights of the Government and to civil proceedings by and against the Government***”. The Act is therefore the one that regulates conduct of civil proceedings against the Government, including County Governments. There are however a few recent decisions which have advanced the view that this prohibition on execution is itself unconstitutional.
22. Be that as it may, **Section 21** of the **Government Proceedings Act** provides as follows:

**“21. Satisfaction of orders against the Government**

(1) Where in any civil proceedings by or against the Government, or in proceedings in connection with any arbitration in which the Government is a party, any order (including an order for costs) is made by any court in favour of any person against the Government, or against a Government department, or against an officer of the Government as such, the proper officer of the court shall, on an application in that behalf made by or on behalf of that person at any time after the expiration of twenty-one days from the date of the order or, in case the order provides for the payment of costs and the costs require to be taxed, at any time after the costs have been taxed, whichever is the later, issue to that person a certificate in the prescribed form containing particulars of the order:

.....

(2) A copy of any certificate issued under this section may be served by the person in whose favour the order is made upon the Attorney-General.

(3) If the order provides for the payment of any money by way of damages or otherwise, or of any costs, the certificate shall state the amount so payable, and the Accounting Officer for the Government department concerned shall, subject as hereinafter provided, pay to the person entitled or to his advocate the amount appearing by the certificate to be due to him together with interest, if any, lawfully due thereon:

.....

“4) Save as aforesaid, no execution or attachment or process in the nature thereof shall be issued out of any such court for enforcing payment by the Government of any such money or costs as aforesaid, and no person shall be individually liable under any order for the payment by the Government, or any Government department, or any officer of the Government as such, of any money or costs.

.....”

23. The logic for shielding the Government from the ordinary manner of execution was well explained by **D. Kemei J** in the case of **Republic v Maiyu & 2 others; Lumbasi (Exparte Applicant); Principal Secretary Ministry of Interior & Coordination of the National Government (Interested Party) (Judicial Review E003 of 2022) [2022] KEHC 13484 (KLR) (19 July 2022) (Ruling)** as follows:  
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**“16. The said elaborate procedure is further meant to give adequate notice to the Government to make arrangement to satisfy the decree. The procedure, in my view is not meant to relieve the Government from meeting its statutory obligations to satisfy decrees and orders of the court. The rationale for the immunity against normal execution proceedings and by extension the said elaborate procedure was explained by Visram and Ibrahim, JJ (as they were) in Kisya Investments Ltd v Attorney General & Another [2005] 1 KLR 74, as follows**

.....

**17. It is therefore clear that apart from the fact of the existence of a judgement against the Government, the law recognizes that due to the special role played and the central position held by the Government in the management of the affairs of the country, there is a necessity for further proceedings to be undertaken before the judgement can be implemented.**

**24. An order of Mandamus is therefore issued when an officer is by law required to perform a duty, and which is issued against the Accounting Officer or Chief Officer of the governmental body in issue, who is the officer under a statutory duty to satisfy a judgment made against such body. In this case, the parties have cited several authorities touching on the definition of “government”, “governmental bodies” and/or “public bodies”. The most notable authority cited is the very recent Supreme Court decision made in **In re National Land Commission (Reference E001 of 2024) [2025] KESC 12 (KLR) (21 March 2025) (Advisory Opinion)**. Another Supreme Court decision cited is **Council of Governors v Attorney General & 7 others (Reference 2 of 2017) [2019] KESC 92 (KLR) (Civ) (18 October 2019) (Ruling)**. Other authorities cited include the Court of Appeal case of **Five Star Agencies Ltd & Another v National Land Commission & 2 Others [2024] KECA 439 (KLR)**, the case of **Okiya Omtiti Omtatah Okoiti & Another vs AG and 7 Others [2013] eKLR**, and also the case of **Nyakundi & Co. Advocates v Council of Governors [2023]**.**

**25. There is however no authority cited specifically on whether a public university is indeed a “government body” against whom execution has to be conducted under the provisions of the Government Proceedings Act.**

26. I am however aware of the decision of **M. Nduma Nderi** rendered in the case **Orodo v University of Nairobi [2025] KEELRC 222 (KLR)**. In the said case, the University of Nairobi, in attempting to ward off execution of a decree against it, argued that it is a Government institution established under the **University of Nairobi Act**, and hence is not subject to execution in the manner provided under **Order 23 Rule 1** of the **Civil Procedure Rules 2010**, which provides that no order against government may be made under **Order 23** in regard to attachment of debts. As herein, it was argued that the mode of execution applied by the decree-holder was unlawful and ought to be set it aside because the procedure for execution against government institutions is stipulated in **Sections 21(4) and 22** of **Government Proceedings Act, Cap 40**, which is by way of judicial review proceedings for an order of mandamus. In rejecting that argument, **M. Nduma Nderi J** stated as follows:

**“The Court has however considered the rival submissions and following the Court of Appeal decision in the case of *Kenya Revenue Authority versus Habi Mana Suel Hamad and another [2015] eKLR*, that the Respondent/Applicant is a body corporate with capacity to sue and be sued and it has its own corporate seal different from that of the Government of Kenya. It therefore had capacity to sue and be sued as the Court of Appeal held:-**

***“The University of Nairobi is not an organization of the Government as contemplated under the Government Proceedings Act. The Respondent/Applicant must therefore meet its debts and in particular satisfy any decretal sums made against it pursuant to civil litigation by its employees as in the matter to avoid any execution proceedings being made against it be it by way of attachment or issuance of mandamus against its officials”.***

27. I am persuaded by the logic above, and agree with **Mr. Havi** that although the Defendant, being a public university, is no doubt, a government public institution with its own Charter, for purposes of execution under **Sections 20 and 21** of the **Government Proceedings Act**, the Defendant is neither “government” or a “government agency”. **Article 260** of the Constitution defines “state” as “... ***the collectivity of offices, organs and other entities comprising the Government of the Republic under this Constitution***”. The Defendant, being a body corporate with capacity to sue and be sued on its own, and possessing its own corporate seal different from that of the Government, cannot hide behind the “government” defence when it comes to execution against it. The Defendant being an independent legal

entity, cannot be construed as “government” or a “government department”. Under these circumstances, I do not agree that the Defendant falls within the definition of “*state*” as set out in **Article 260** above.

**28.** The execution herein is therefore not subject to the said Act.

**29.** Regarding the second issue, namely, whether the Plaintiff ought to have first applied for and obtained certification of interest accrued on the Judgment, it is indeed the procedure that, in practice, once the Court has awarded interest and the rate thereof ascertained, the awarded party will then move the Court by computing such interest accrued and presenting it to the Court for scrutiny, verification, possible correction, and eventually, certification. Such certification is thus basically an administrative exercise performed by the Deputy Registrar.

**30.** Indeed, **Order 21 Rule 8(6)** of the **Civil Procedure Rules** stipulates that:

**“Any order, whether in the High Court or in a subordinate court, which is required to be drawn up, shall be prepared and signed in like manner as a decree.”**

**31.** **Order 49 Rule 1** then provides that:

**“Wherever in these Rules it is provided that any ministerial act or thing may be done by the court, that act or thing may be done by the registrar or by an executive officer generally or specially thereunto empowered by the Chief Justice by writing under his hand.”**

**32.** R.E. Aburili J, in the case of **Republic & Another v County Secretary, County Government of Kitui [2025] KEHC 9262 (KLR)**, although an application for mandamus under judicial review proceedings, which is not the case here, in appreciating and endorsing the essence and spirit of the certification procedure referred to above, held as follows:

**“Accordingly, the post-judgment taking of accounts is a judicially sanctioned mechanism for ensuring that execution is based on the actual sum due, after considering payments, interest and costs. It promotes accountability, transparency and compliance with both the letter and spirit of the decree issued.”**

**33.** To the above extent, I agree with **Mr. Kigen** that in omitting to apply for and obtain certification of interest from the Deputy Registrar, the Plaintiff jumped the gun. Although the Principal sum and the costs are certified, the interest, which comprises the bulk of the

amount demanded, has not. I agree that it may not be “rocket science” to compute the interest accrued as the principal sum, the period involved and the rate of interest applicable are all known. However, to attract the force of law, assume legitimacy and avoid disputes, still the amount ought be certified by the Court before execution can be undertaken. Although the Defendant never raised this challenge during the earlier Garnishee proceedings, that alone cannot be sufficient reason to disregard the correct procedure now that the omission has been brought to the Court’s attention.

34. Regarding the Bank Guarantee dated 11/04/2025 issued by the 1<sup>st</sup> Garnishee, it is also not in dispute that under the terms thereof, it is stipulated that a demand for payment ought to be accompanied by a certified copy of a Court order. This is captured in the Guarantee in the following terms:

**“KNOW ALL PEOPLE by these presents that the Bank hereby undertakes that upon the Bank’s receipt at the Bank office of the plaintiff’s written demand on or before the close of business on the expiry date ..... the Bank shall pay to the Plaintiff any sum or sums up to the Guarantee amount PROVIDED THAT the demand must be:-**

**a. Copied to the Defendant.**

**b. Accompanied by a certified copy of the order of the Court or the Court of Appeal in the suit confirming that the sum claimed in the demand is payable by the Defendant to the plaintiff in respect of the suit (the “Court order”).**

**c. Accompanied by the Original guarantee.”**

35. It is however also true that the amount guaranteed therein is only the principal judgment amount of Kshs 185,305,011.30. That figure was long certified in the Decree extracted. The 1<sup>st</sup> Garnishee has also not denied that it has always been in possession of the Decree, whether served directly, or as exhibited in the successive Affidavits served upon it herein. For this reason, as relates to the principal sum of Kshs 185,305,011.30, the requirement in the Bank Guarantee that a certified copy of the order of the Court confirming the sum claimed be accompanied with the demand has, in my view, already been met. There is therefore no reason why the 1<sup>st</sup> Garnishee should not now honour the Guarantee.

36. The above finding also applies to the costs of Kshs 4,779,336.56 whose certification was also long concluded, and none of the Garnishees has also claimed not to be in possession of a copy thereof

37. For the above reasons, my finding is that in respect to the amount of interest accrued, the Garnishee proceedings was prematurely commenced before certification of the interest accrued had been done. However, no such impediment applies to the principal sum and costs, whose certification was long concluded.

### **Final Orders**

38. In the end, I determine the two Applications, the Plaintiff's dated 28/11/2025, and the Defendant's dated 17/01/2025, respectively, in the following terms:

- i) The 1<sup>st</sup> Garnishee (**National Bank of Kenya Limited**), is hereby ordered to honour the Bank Guarantee dated 11/04/2025 insofar as it relates to payment to the Plaintiff of only the principal judgment sum of Kshs 185,303,011.30.
- ii) As relates to only the costs payable to the Plaintiff, taxed at Kshs 4,779,336.56, an order of Garnishee absolute is hereby issued attaching the Bank Accounts listed at paragraphs 2, 3, 4, 5, 6, 7, 8 and 9 of the Plaintiff's Notice of Motion dated 28/11/2025. The Plaintiff is therefore at liberty to seek or demand payment of the said taxed amount of Kshs 4,779,336.56 from any of the said respective bank accounts, save those expressly excluded and/or exempted hereinbelow. Upon receipt of that payment, the Garnishee Order absolute shall stand discharged and/or vacated.
- iii) However, regarding the following bank accounts said to be held and operated by the Defendant at the stated Garnishee banks, the same are exempted or excluded from any Garnishee proceedings or orders issued herein:
  - a) Bank account numbers **2020062982100** listed at prayer 2 of the Application dated 28/11/2025, and said to be held at the 1<sup>st</sup> Garnishee (**National Bank of Kenya Limited**), there being no evidence to controvert the allegation that the account was opened by the Defendant for research activities, and is thus used solely for such research activities in accordance with the terms of the subject donor Agreements, and funds therein restricted to research only, and not for any other university purpose.

- b) Bank account numbers **1129046897100**, **1129046897300**, **1134517252500**, **1128046350701** and **1128046350700** listed at prayer 3 of the Application dated 28/11/2025, and said to be held at the 2<sup>nd</sup> Garnishee Bank (**Co-operative Bank Limited**), there being no evidence controverting the statement by the 2<sup>nd</sup> Garnishee that these accounts do not exist.
- c) All the bank accounts listed at prayer 4 of the Application dated 28/11/2025, and said to be held at the 3<sup>rd</sup> Garnishee (**KCB Bank Kenya Limited**), there being no evidence to controvert the allegation that 1 does not exist, 4 were operated and restricted solely for research activities in accordance with terms of the subject donor Agreements, and that the remaining 6 accounts hold funds that are in aggregate, less than the outstanding loan owed by the Defendant to the 3<sup>rd</sup> Garnishee in in unremitted loan deductions/repayments for its staff.
- d) Bank account numbers **0102017899600** and **0102017899500** listed at prayer 5 of the Application dated 28/11/2025, and said to be held at the 4<sup>th</sup> Garnishee (**Standard Chartered Bank Limited**), there being no evidence controverting the statement by the 4<sup>th</sup> Garnishee that the accounts are subject to a **Kenya Revenue Authority (KRA)** Agency Notice demanding payment of monies therefrom.
- iv) For purposes of the Bank Accounts held at the 5<sup>th</sup> Garnishee (**Access Bank Limited**) and listed at prayer 6 of the Application dated 28/11/2025, insofar as clearly only some digits were omitted therefrom, and there being no evidence controverting the statement that one is closed, the correct bank accounts, as clarified by the 5<sup>th</sup> Garnishee, to be subjected to the Garnishee order absolute herein for purposes of recovery of the taxed costs of Kshs 4,447,000/- as aforesaid, shall be the following Bank Accounts:

<b>ID 69151</b>	<b>KES</b>	<b>Account No. 003010000356</b>
<b>ID 69151</b>	<b>EUR</b>	<b>Account No. 0030110000015</b>
<b>ID 69080</b>	<b>KES</b>	<b>Account No. 0030100000562</b>
<b>ID 69080</b>	<b>EUR</b>	<b>Account No. 0030110000011</b>

- v) For purposes of the bank accounts held at the 6<sup>th</sup> Garnishee (**Equity Bank of Kenya Limited**) listed at prayer 7 of the Application dated 28/11/2025, insofar as clearly only some digits were omitted therefrom, the correct Bank Accounts, as clarified by the 6<sup>th</sup> Garnishee, to be subjected to the Garnishee order absolute herein for purposes of recovery of the taxed costs of Kshs 4,447,000/- as aforesaid, shall be the bank accounts numbers **0300291768839** and **0300291768844**.
- vi) For purposes of the bank accounts held at the 7<sup>th</sup> Garnishee (**Absa Bank of Kenya Limited**) listed at prayer 8 of the Application dated 28/11/2025, there being no evidence controverting the statement that some are closed, the bank accounts to be subjected to the Garnishee order absolute herein for purposes of possible recovery of the taxed costs of Kshs 4,447,000/- as aforesaid, shall be the bank accounts numbers **003-1253799**, **003-1083478**, and **003-1065674**.
- vii) As regards recovery of the interest accrued on the principal judgment amount, execution thereof has not yet crystalized as the Court has not been moved to certify the amount payable as interest. Only after complying with that requirement may the Plaintiff seek to recover or execute such interest accrued.
- viii) As both the Plaintiff and the Defendant have partially succeeded, they shall each bear their own costs.
- ix) Each of the Garnishees is awarded costs assessed at Kshs 45,000/- (each) to be paid out of any of the bank accounts held or operated by the Defendant at such Garnishee bank, save those expressly exempted above.

**DELIVERED, DATED AND SIGNED AT ELDORET THIS 15<sup>TH</sup> DAY OF DECEMBER 2025**

.....  
**WANANDA JOHN R. ANURO**  
**JUDGE**

**Delivered in the presence of:**

**Mr. Havi for the Plaintiff-Decree Holder**

**Mr. Kigen for the Defendant- Judgment Debtor**

**Ms. Omala for the 1<sup>st</sup> and 3<sup>rd</sup> Garnishees**

**N/A for the 2<sup>nd</sup> Garnishee**

**Eldoret High Court Civil Suit No. 51 of 1999**

**Mr. Muriithi for the 4<sup>th</sup> Garnishee**

**Ms. Nyambura for the 5<sup>th</sup> Garnishee**

**Mr. Langat for the 6<sup>th</sup> Garnishee**

**Ms. Onyango h/b for Mr. Omondi for the 7<sup>th</sup>  
Garnishee**

**Court Assistant: Brian Kimathi**