

REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
ANTI-CORRUPTION AND ECONOMIC CRIMES DIVISION
CIVIL APPLICATION NO. E041 OF 2024

**ASSET RECOVERY
AGENCY.....APPLICANT**

VERSUS

**ANTONY MWENDA MUTURIA
T/A ANTOREN INVESTMENTS.....1st
RESPONDENT
EZIRA MWENDE NYAMU
T/A LAURYKA ENETERPRISES.....2nd
RESPONDENT**

JUDGEMENT

1. The applicant herein has moved this court by way of the Originating Motion dated the 10th December, 2024 under **Sections 90 and 92** of the **Proceeds of Crime and Anti-Money Laundering Act, 2009, Order 51 Rule 1** of the **Civil Procedure Rules, 2010** and all other enabling provisions of the Law. The application is premised on the grounds set out on the body of the same and it is supported by the annexed affidavit sworn by Fredrick Muriuki, on even date. Through the application, the applicant has sought the following Orders;

a) This Honourable Court be and is hereby pleased to issue an order in the nature of a declaration declaring the following sums of monies to be proceeds of crime and thus liable to forfeiture to the Government of the Republic of Kenya in terms of Sections 90 (1) and 90(2) of the Proceeds of Crime and Anti-Money Laundering Act, 2009;

(i) Kshs. 5,056,840.44 held in Family Bank Account No. 065000008799 in the name of Antoren Investments Limited; and

(ii) Kshs. 2,199,142.70 held in the Co-operative Bank of Kenya Account No.01100016637001 in the name of Lauryka Enterprises.

b) This Honourable Court be and is hereby pleased to issue an order forfeiting the following sums or monies to the Government of the Republic of Kenya;

i) Ksh. 5,056,840.44 held in Family Bank Account No.065000008799 in the name of Antoren Investments Limited; and

ii) Kshs. 2,199,142.70 held in the Co-operative Bank of Kenya Account No.01100016637001 in the name of Lauryka Enterprises.

c) This Honourable Court be and is hereby pleased to issue an order directing the respondents being Family Bank and the Co-operative Bank of Kenya Limited respectively to transfer the sums set out under prayer (a) above to the following bank account held by the Criminal Assets Recovery Fund:

Account name: Criminal Assets Recovery Fund

Account Number: 1240221339

Bank name: Kenya Commercial Bank

d) Costs of this suit; and

e) Any other relief that this Honourable Court may deem fit, just and appropriate to issue.

- 2.** It is the applicant's case that sometime in July, 2024 it received information on a suspected case of collusive conduct, conflict of interest and procurement fraud where the respondents had been suspected of procurement fraud, conflict of interest and sending monies suspected to be bribes to one Mr. Eric Muriithi Muriungi who is an employee of the Ministry of Interior and Co-ordination of National Government.
- 3.** The applicant opened an **Inquiry File No. 60 (A) of 2024** and subsequently applied for warrants to investigate and restrict the Family Bank Account No.065000008799 in the name of Antoren Investments and Co-operative Bank Account No. 01100016637001 in the name of Lauryika Enterprises in Milimani MCCR MISC/E774/2024- **Assets Recovery Agency Vs Family Bank Limited and 2 others.**
- 4.** The applicant's investigations have established that during the period between April, 2016 and February, 2024, the 1st respondent received Ksh. 229,442,702.55 from the State Department of Interior in 106 transactions which included suspicious and unsupported payments. That a few weeks after

the receipt of the funds, the 1st respondent would send monies ranging from Ksh. 50,000 to Ksh. 150,000 to one Eric Muriithi Murungi on phone No. 0721820939.

5. The applicant's further investigations have established that from May, 2020 to May, 2024 the 1st respondent has sent;

- a) Ksh. 1,885,000.00 in 24 transactions to one MR. Eric Muriithi of phone No. 0721820939; and**
- b) Ksh. 2,000,000.00 to the said Eric Muriithi Murungi's Bank Account No. 010003473281 which sum was purportedly declared to be for the sale of Apartment.**

6. The applicant investigations have established that the said Eric Muriithi is an employee of the Ministry of Interior and National Co-ordination working as a Finance Officer at the Administration Police Service in Nairobi whose duties include;

- i) Budget planning and preparation of Budgets of the Administration Police Service;**
- ii) Oversighting Budget implementation;**
- iii) Issuing of Authority to Incur (A.I.E) to formed -up units and field commanders;**
- iv) Part approval to purchase orders;**
- v) Signing of local purchase orders as an alternate AIE holder;**
- vi) Part approval of payment vouchers as an alternate AIE holder; and**

vii) Being part of various committees having been appointed by the AIE holder including inspection and acceptance committees, project committee and standing committee on Public Financial Management.

7. The applicant's investigations also established that the 1st respondent and the said Eric Muriithi are personally known to each other and have therefore used their close relationship to collude and have the 1st respondent awarded tenders by the National Police Service.
8. The applicant also established that the 1st respondent's Family bank account No. 065000008799 was opened in November, 2015 and it received payments from the State Department of Interior as from April, 2016 but the payments became frequent from the year 2019. That frequent payments were received after Eric Muriithi Murungi had been appointed as a Finance Officer with the Administration Police Service and they had become friends.
9. The bank account received monies from other suppliers of the National Police Service or the State Department of Interior and National Co-ordination. These Suppliers includes; Lauryka Enterprises, Datony Investments, Tallymax Enterprises and

Magijo Suppliers, between May 2023 and July, 2024. Further, that the Purchase orders that were provided to the applicant by the 1st respondent shows that Eric Muriithi would execute most of the Purchase Orders as an alternate AIE holder.

10. With regard to the 2nd respondent, the applicant's investigations established that the 2nd respondent's account No.01100016637001 received Ksh. 18,286,086.15 from the National Police Service between March, 2024 and June,2024. That between March,2024 and April, 2024, the 2nd respondent sent a total of Ksh 10, 315, 000.00 to the 1st respondent bank account No. 065000008799 and some of this money would thereafter be sent to Eric Muriithi Muriungi.

11. The applicant analysis of Muriungi's CFC Stanbic Bank Account No. 0100003473281, establishes that it was opened sometime in November, 2014 and that it received principally cash and Mpesa deposits from his phone No. +254721820939 and in some instances, the cash deposits would be made into the bank account a few days or weeks after he had received the monies from the 1st respondent.

- 12.** The 1st respondent filed a replying affidavit sworn on the 25th March, 2025, in which he states that he is a pre-qualified supplier with the Ministry of Interior and Co-ordination of the National Government. That the said Ministry has not lodged any complaint against him on all the payments that he has received from that Ministry.
- 13.** That he knows Eric Murungi as they have been friends for a while. In early 2020 Murungi told him that he was selling his Apartment at Great Wall Gardens Limited Unit No. J 422 and that he was looking for a buyer and he pleaded with him to allow him to pay in installments, which he paid in 24 transactions between May 2020 and May 2024, and the Ksh. 2,000,000 was an additional amount to top up on the installments.
- 14.** That Datony investments is a stranger to him as he is a director of Datony Agencies and not Datony investments. He is also a director of Antoren Investments and when money moves from Datony to Antoren, it was being moved within his accounts to settle bank loans at Family bank limited.

- 15.** That he used to supply other entities with goods on credit when they win tenders and upon payment they paid him. He named the entities such as Tallymax enterprises, Magijo Suppliers and Lauryka Enterprises.
- 16.** The 2nd respondent filed a replying affidavit in response to the Originating Motion in which he has denied all the allegations set out in the supporting affidavit. He states that several business entities named herein, his included, are legally registered and there is nothing to suggest that they are operating illegally.
- 17.** That when he ventured into business he had inadequate capital to finance the tenders and he was referred to the 1st respondent who could issue him with goods on credit and he could pay him later after supplying the goods. Further, the Ksh. 18, 286, 086.15 that he received from National Police Service after he supplied them with dry ration foodstuff and rations, wood fuels and LPG gas after he won a tender.
- 18.** The applicant has not established any basis that the payments were unlawfully made or that the goods were not delivered or that there was no tender that justified the

payment of the funds, and therefore, the funds cannot be categorized as “unexplained assets” to justify their forfeiture and as such, the application is a gross abuse of the court process.

19. The Originating Motion was disposed of by way of written Submissions.

Applicant’s Submissions

- 20.** The applicant identified two issues for determination to wit;
- a) Whether the monies are liable for forfeiture for being proceeds of crime.
 - b) Who is to bear the costs of the proceedings.
- 21.** The applicant avers that the respondents have not made out a reasonable explanation;
- i) The 1st respondent was sending monies to Mr. Murungi just before or upon receipt of monies from the Ministry.***
 - ii) Why the 2nd respondent and other suppliers including Magijo Enterprises, Tallyman Enterprises, Vorsekey investments, Mulint Enterprises and Air Image Enterprises went for financing from the 1st respondent yet they had other options available for them including financial institutions.***

- iii) After receipt of monies from the Ministry, the 1st respondent would send monies to Murungi ; and*
- iv) There were no other documents on the issue and award of the tenders to them by the Ministry save for the alleged purchase orders and delivery notes.*

22. That the applicant has established that both respondents were suppliers of the Ministry having been awarded tenders for the supply of various goods and a few weeks after the receipt of payment from the Ministry the 1st respondent would send money to Murungi an employee of the Ministry.

23. The sale and transfer of the Apartment was a sham transaction to cover up the collusive conduct and payment of bribes by the 1st respondent to Murungi, in that, the agreement for sale is not stamped in violation of **Section 49** of the **Stamp Duty Act** and that the transfer of lease between Murungi and the 1st respondent was executed on 12th September, 2024 and registered on 24th September, 2024 two months after the monies had been restricted. Further, that 1st respondent while making his statement referred to an agreement for sale entered on 28th September, 2023 but no

such agreement was referred to under agreement dated the 29th January, 2024.

- 24.** Mr. Murungi was a senior finance officer at the Ministry, in particular, the Administration Police Headquarters who was involved in the payment process and was a co signatory of the purchase orders for which the 1st respondent was paid. Further, he signed purchase orders issued in respect of Magijo Enterprises, Tally Max Enterprises and the 2nd respondent. Neither Murungi, in his statement with the applicant, nor the 1st respondent explained the conflict of interest yet there were other officers who could execute them, or why Murungi would sign the purchase orders and thereafter receive payment from the 1st respondent.
- 25.** That Murungi while making his statement could not explain cogently why the 1st respondent was sending him monies and the reason given to the effect that he would borrow money from the 1st respondent to sponsor the Rugby League Federation's events was not satisfactory. Further, that like other suppliers, the 2nd respondent sent monies to the 1st respondent after receiving payment from the Ministry. And

after receiving money from the 2nd respondent, the 1st respondent would send monies to Murungi.

26. The applicant submitted that a whole consideration of the evidence establishes the casual link between the award of tenders by the Ministry to the 1st respondent, the conflict of interest of Murungi, payment of monies by the 2nd respondent and other suppliers to the 1st respondent and payment of bribes to Murungi. The evidence shows that there has been some corrupt, collusive conduct or fraudulent practice between the respondents and Murungi in the award and payment of bribes.

27. That the respondents herein bore the evidentiary burden of explaining why the 1st respondent would make payments to Murungi sometime before or after payment is received from the Ministry. That they did not proffer a cogent explanation only for the 1st respondent to produce a sham sale agreement and transfer of the Apartment. Reliance was placed on the case of **National Director of Public Prosecutions vs Ketso & Another (2014) ZAFSHC.**

28. The applicant submitted that by virtue of the irregularities which the respondents committed in colluding in the issue of the tenders and payment, any money paid by the Ministry were paid illegally and therefore liable for forfeiture. That any procurement contract which is affected by an illegality is unlawful notwithstanding that goods were supplied or services rendered. Reliance was placed on the case of **Ethics & Anti-Corruption Commission vs Barrawah t/a Mediscope Agencies & 2 others (2025) KEHC 11745 (LKR)** and the case of **The Prosecutor General vs NEW Africa Dimensions CC & 2 others (POCA 10/2012) (2016) NAHCMD 123 (10April 2016)**.

1st Respondent's Submissions

29. The respondent identified the following issues for determination;

- i) Whether the monies paid to Mr. Eric Muriithi Murungi were for the purchase of Great Wall Gardens limited, apartment Unit Number J422 Erected on L.R. Number 273172.

- ii) Whether the 1st Respondent was a supplier with the Ministry of Interior and Co-ordination of National Government.
- iii) Whether the 1st Respondent financed other suppliers and whether he is entitled to be paid back the financing amount.
- iv) Whether the Applicant has proved on a balance of probabilities that the sums of Kshs.5,056,084.44 held at Family Bank Account No.065000008799 under the name Antoren Investments, are proceeds of crime.
- v) Who should bear the costs of this suit.

30. The respondent submitted that the sum of Ksh 1,885,000 and Ksh. 2,000,000 were payments towards the purchase of Great Wall Gardens Apartment limited which was paid in instalments and after he finished paying the purchase price, the transfer documents were prepared, signed and lodged at the relevant lands Registry for booking and registration. That the sale agreement did not specify where the sums would be paid , only the balance of the purchase price of Ksh.

2,000,000 was to be deposited into the CFC Stanbic Bank Account.

- 31.** That the applicant has deliberately failed to show exactly the period when the 1st respondent was receiving funds and when the monies were sent to Murungi so as to establish the connection of “a few weeks”.
- 32.** On the 2nd issue, the respondent submitted that he was and still is a supplier with the Ministry of Interior and Co-ordination of National Government and he is a genuine pre-qualified supplier with the said Ministry. That the applicant in the supporting affidavit confirmed that the 1st respondent provided documents including purchase orders, receipts, delivery notes and invoices issued in respect to tenders awarded to it by the State Department of Interior.
- 33.** It was the 1st respondent’s further submission that Murungi is an employee of the Ministry of Interior and National Co-ordination and is a Finance Officer at the Administration Police Service and his official job description includes signing of Purchase Orders and the applicant should not have a problem with that as that was part of his job. That the purchase Orders

were genuine, and there has not been any complaint whatsoever from the Ministry regarding the supply of the goods.

- 34.** With regard to the 3rd issue, the 1st respondent avers that he has been able to finance a number of fellow suppliers and some he has supplied goods in credit and they have paid him through his account. Such entities include Tallymax, Lauryka Enterprises and Magijo and tenders have not been put to question. That the 1st respondent would finance some of those successful bidders who would in turn pay him back.
- 35.** On the 4th issue, the 1st respondent has submitted that he has been able to demonstrate the nature of the businesses it was engaged in, for which he was paid monies by the Government and there is no dispute and no investigations as to the tenders awarded to the 1st respondent. That the applicant has not produced any tender document from any of the Government institutions mentioned herein showing that the tendering process was flawed and that the 1st respondent bribed his way to being awarded the tenders. That the applicant has not enjoined the said Murungi and any other

mentioned bidders who won the tenders and had some of their purchase orders executed by Murungi.

- 36.** That the applicant has not demonstrated how it arrived at the figure of Ksh. 5,056,084,44 while the amounts they purport was paid as bribes to Murungi was Ksh.1,885,000. That the applicant has not shown or even tried to prove that **Section 66** of the **Public Procurement and Asset Disposal Act** was violated. Further that the applicant has failed to prove any corrupt, coercive, obstructive, collusive or fraudulent practice in any procurement/tender process that the 1st respondent has been involved in.
- 37.** On costs, the 1st respondent submitted that the same follows the event and has urged the court to find that the application has not merits and condemn the applicant to pay costs.

2nd Respondent's Submissions

- 38.** The 2nd respondent identified two issues for determination as follows;

- a) Whether the funds held in the Co-operative Bank of Kenya account No. 01100016637001 in the name of Lauryka Enterprises are proceeds of crime***
- b) Who bears the costs of the application?***

- 39.** On the 1st issue, it was submitted that the applicant has not discharged the legal burden of proof and reliance was placed on the case of **Aboo vs Assets Recovery Agency; Ethics & Anti-Corruption Commission (interested Party) (Civil Appeal 452 of 2018 (2023) KECA 1658 (KLR)**. That the 2nd respondent has demonstrated a valid money trail whereby he has traced each deposit to lawful suppliers of food and packaging, wheat flour, sugar, maize, khaki bags delivered to the National Police Service under a valid tender.
- 40.** That the questioned payments have been evidenced and accounted for through documentary evidence that explains how the 2nd respondent came to be in receipt of the said monies and that the transactions that were done between March, 2024 and June, 2024 tally with the 2nd respondent's statement and the same is not controverted.
- 41.** It was also submitted that the deposits that were made to the 2nd respondent's account at Co- operative bank account No. 01100016637001 in the name of Lauryka Enterprises were not structured in any way as they originated from the

National Police Service in compliance with the goods that were duly delivered to them. That the reason for paying the 1st respondent Ksh 6,000,000 on 15th March, 2024 immediately after receiving payment on the 12th March, 2024 was to build trust with the 1st respondent in the new business venture and to create a long lasting impression so that in future if he needed goods on credit, he could not be denied.

42. That the 2nd respondent has discharged the evidential burden by producing documents showing why the payments were made to him by the National Police Service and therefore the subject funds in the name of Lauryka Enterprise are not proceeds of crime and thus ought not to be forfeited.

Analysis and Determination

43. The court has considered the Originating Motion and the supporting affidavits, the responses by the respondents and the submissions filed herein. The only issue for determination is whether the Ksh. 5,056,840.44 held in the family account No. 065000008799 in the name of the 1st respondent and Ksh. 2,199,142.70 held in the Co-operative bank of Kenya account

No. 01100016637001 in the name of the 2nd respondent are proceeds of crime and if so, whether they should be forfeited to the Government of the Republic of Kenya.

44. The suit herein has been brought under **Sections 90 and 92** of the **POCAMLA** which donates jurisdiction to this court to make Orders for forfeiture, if it finds on a balance of probabilities that the property in issue;

a. Has been used or is intended for use in the commission of an offence or;

b. Is a proceed of crime.

45. **Section 2** of the **POCAMLA** defines Proceeds of crime as follows;

"proceeds of crime" means any property or economic advantage derived or realized, directly or indirectly, as a result of or in connection with an offence irrespective of the identity of the offender and includes, on a proportional basis, property into which any property derived or realized directly from the offence was later successively converted, transformed or intermingled, as well as income, capital or other economic gains or benefits derived or realized from such property from the time the offence was committed."

46. Forfeiture proceedings are Civil in nature and the standard of proof is on a balance of probabilities. This was the holding in the case of **Director of Assets Recovery and Others Vs**

Green and Others (2005) EWHC 3168 cited in the case of Assets Recovery Vs Pamela Aboo; Ethics & Anti-Corruption Commission (Interested Party) (2018) eKLR at par. 63 where the court stated as follows;

“In civil proceedings for recovery under part 5 of the Act, the Director need not allege the commission of any Specific criminal offence but must set out the matters that are alleged to constitute the particular kind or kinds of unlawful conduct by or in return for which the property was obtained. The proceedings before this court are to determine the criminal origins of the property in issue and are not a criminal prosecution against the respondent where presumption of innocence is applicable”.

47. The court went on to say, the validity of an Order of forfeiture is not affected by the outcome of criminal proceedings, or of an investigation with a view to institute such proceedings in respect of an offence with which the property concerned is in some way associated.

48. The court in the case of **Abdurrahman Mahmoud Sheikh & 6 Others Vs Republic & Others (2016) eKLR** stated as follows;

“The letter, spirit, purpose and gravamen of the proceeds of Crime and Anti- Money Laundering Act is to ensure that one does not benefit from criminal conduct and that should any proceeds of criminal conduct be traced, then it ought to be forfeited, after due process, to the State, on behalf of the public which is deemed to have suffered some injury by the criminal conduct”.

49. In the case of **Schabir Shaikh & Others Vs State Case CCT 86/06/ (2008) ZAACC7** as cited in the case of **Assets Recovery Vs Quorandum Limited & 2 Others (2018) eKLR**, the court at paragraph 54 stated;

“.....the primary object of a confiscation Order is not to enrich the state but rather to deprive the convicted person ii-gotten gains. From this primary purpose, two secondary purposes flow. The first is general Deterrence: to ensure that people are deterred in general from joining the ranks of criminals by the realization that they will be prevented from enjoying the proceeds of the crimes they may commit.”

And the second is prevention: the scheme seeks to remove from the hands of criminals the financial wherewithal to commit further crimes. These purposes are entirely legitimate in our Constitutional Order.....”.

50. Section 2 of the POCAMLA define proceeds of crime as follows;

"proceeds of crime" means any property or economic advantage derived or realized, directly or indirectly, as a result of or in connection with an offence irrespective of the identity of the offender and includes, on a proportional basis, property into which any property derived or realized directly from the offence was later successively converted, transformed or intermingled, as well as income, capital or other economic gains or benefits derived or realized from such property from the time the offence was committed."

- 51.** One of the reasons for the wide ambit of the definition of "Proceeds of crime" is, as the Supreme court of Appeal noted, that sophisticated criminals will seek to avoid proceeds being confiscated by creating systems of "camouflage". The Supreme court of Appeal held that a person who has benefited through the enrichment of a company as a result of a crime in which that person has an interest will have indirectly benefitted from that crime".
- 52.** The case herein is premised on investigations that were conducted by the applicant on a suspected case of collusive conduct, conflict of interest and procurement fraud involving

the respondents wherein they were sending monies suspected to be bribes to one Eric Muriithi Muriungi who is an employee of the Ministry of Interior and Co-ordination of National Government.

- 53.** The applicant avers that upon investigating the 1st respondent's aforesaid account at Family bank and the 2nd respondent's account at Co-Operative bank, the said bank accounts hold the claimed amounts and that between April, 2016 and February, 2024 the 1st respondent received Ksh. 229,422,702.55 from the State Department of interior in his family bank account.
- 54.** The applicant further avers that between May, 2020 and May 2024, the 1st respondent sent to Eric Muriithi's phone number 0721820939 a total of Ksh. 1,885, 000.00 in 24 transactions, and on 7th February,2024 the 1st respondent transferred Ksh 2,000,000 to Eric Muriithi's bank account No. 0100003473281.
- 55.** According to the applicant, the 1st respondent and Eric Muriungi are personally known to each other and have used their close relationship to collude and have the 1st respondent

awarded tenders by the National Police Service. The reason for this hypothesis is that the 1st respondent was sending money to Eric Muriungi just before or upon receipt of monies from the Ministry. The 1st respondent has admitted that he knows the said Eric Muriithi and that they are personally known to each other.

56. On his part, the 1st respondent states that the Ksh. 2,000,000 that he transferred to Eric Muriithi's bank account Number held at CFC was payment towards purchase of the Great Wall Apartment which was being sold at Ksh. 4,300,000 and which, they agreed, he would pay by installments as he was servicing other loans. The 1st respondent has annexed a sale agreement to his replying affidavit dated the 29th January, 2024. According to that agreement the seller confirms receipt of Ksh. 2 Million paid on the 28th September, 2023 and 24th November, 2023 in equal sums.

57. According to the applicant, no such sums were received by Eric Muriungi in his Standard Chartered bank account No. 010003473281 nor his Absa Bank Account No. 0751324979. Further, that the 1st respondent did not send the said Eric

Muriungi any monies on the 28th September 2023 and 24th November, 2023 through his family bank account No. 06500008799. The court has also noted that the 1st respondent did not provide or attach any evidence of payment of the said sums to his replying affidavit. If indeed he had transferred the money as he alleges, nothing would have been easier than for him to annex evidence of such transfer from his bank to Eric Muriungi's bank.

58. As correctly submitted by the applicant, the transfer of lease between Eric Muriungi and the 1st respondent was executed on the 12th September, 2024 and registered on the 24th September, 2024 two months after the monies had been restricted pursuant to warrants to investigate that were issued in Milimani MCCR MISC/E774/2024 and Milimani MCCR MISC/E778/2024 and about two weeks after preservation Orders had been obtained in respect of the monies. Granted, the sale agreement does not have a specific date for completion and parties were to agree on the same. However, one cannot help but wonder why the 1st respondent only moved to register the transfer after the applicant had moved

the court for warrants to investigate his accounts and after obtaining preservation order.

- 59.** The court has also gone through the 1st respondent's statement that he gave to the applicant. In that statement, he has referred to an agreement for sale entered on the 28th September 2023 where Eric Murungi accepted being indebted to the tune of Ksh. 2,300,000.00 but no such agreement was referred to under the agreement dated the 29th January, 2024. Eric Murungi did not refer to this alleged agreement when making his statement and neither of them produced a copy of the same for perusal by this Honourable court.
- 60.** Further, Eric Muriungi was a senior finance officer of the Ministry at the Administration Police Headquarters who was involved in payment process. His duties include among others; issuing of Authority to incur Expenditure (AIE) to formed units and field Commanders, Part approval of purchase orders which have been initiated through integrated financial management information system (IFMIS), approval of payment vouchers and standing committee on public financial

management to which he was appointed by the accounting officer, National police service.

- 61.** The above duties and more particularly that of sitting in various committees signing of local purchase orders and part approval of purchase orders squarely put him in conflict of interest in having to approve and sign the 1st respondent's documents, yet, he is a person who was personally known to him and they had a close relationship unless there were no other officers who could do so, and there is no submission to that effect.
- 62.** On Eric Muriungi's explanation that the 1st respondent was sending money to him because he was an official of Kenya Rugby League Federation and that he would borrow money from the 1st respondent to support the federation's events, that was a very general statement without any supporting evidence and which the court cannot take on the face value as there is no evidence that any such money that was received was channeled to the Federation.
- 63.** The 1st respondent has also raised the issue of the amount demanded by applicant and has averred that the total is not

Kshs. 5,056,840.44 but a lesser amount. According to the definition in section 2 of the POCAMLA proceeds of crime include any intermingled property.

64. With regard to the 2nd respondent, it is the applicant's case that his account No.01100016637001 received Ksh. 18, 286,086.15 from the National Police Service between march,2024 and June, 2024 and between March,2024 and April, 2024 she sent a total of Ksh. 10, 315, 000.00 from his account No. 01100016637001 to the 1st respondent's bank account No. 065000008799, and that some of these monies would thereafter be sent to Eric Muriungi. According to the 2nd respondent, she secured a tender for the supply of food stuffs to the National Police - General Service Unit and transferred Ksh.6,000,000 to the 1st respondent purportedly being for the food stuffs supplied of Ksh. 4, 260,000.

65. According to the 2nd respondent, sometimes in September,2023 she won tender No. MINA/NPS/APS/013/2023-2025 at the National Police Service for supply of dry ration foodstuffs, wood fuel and LPG gas to the National Police-GSU Headquarters. She stated that she

supplied the goods in strict compliance with the tender requirements and she was paid for the service.

- 66.** Though Eric Muriungi signed some Purchase Orders the applicant has not established any nexus between the 2nd respondent and Eric Muriungi rather than stating that the 2nd respondent could transfer money to the 1st respondent's account. There is no allegation by the applicant that the 2nd respondent and Eric Muriungi are known to each other or that money was transferred directly from the 2nd respondent's account to Eric Muriungi. Further, the 2nd respondent is not the only entity that sent monies to the 1st respondent, other entities like Datony enterprises and Tally Max also did.
- 67.** To that extent, and for that reason, I find that the applicant has not proved his case against the 2nd respondent.
- 68.** As for the 1st respondent I am satisfied that the applicant has proved the case against him and i do hereby grant Prayers a(i), b (i), c, but in respect to the 1st respondent only.
- 69.** The 1st respondent shall meet the costs of the suit.
- 70.** It is hereby ordered.

**Signed, dated and delivered virtually on this 17th day of
December 2025.**

.....
**L.M. NJUGUNA
JUDGE**

In the presence of:-

Mr. Wambua for the Applicant

Miss Kamanja holding brief for Mr. Abdullahi for the 2nd Respondent

Mr. Wanda for the 1st Respondent

Court assistant Adan

ORIGINAL