



**Oloo & another v Wagika Holdings Limited; Kariuki & 2 others (Objector)
(Cause 473 of 2017) [2025] KEELRC 3700 (KLR) (19 December 2025) (Ruling)**

Neutral citation: [2025] KEELRC 3700 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU
CAUSE 473 OF 2017
J RIKA, J
DECEMBER 19, 2025**

BETWEEN

JUDITH ANYANGO OLOO 1ST CLAIMANT

CATHERINE NJOKI MWANGI 2ND CLAIMANT

AND

WAGIKA HOLDINGS LIMITED RESPONDENT

AND

JACINTA GATHONI KARIUKI OBJECTOR

GRACE WACEKE WAWERU OBJECTOR

MARY WAMBUI OBJECTOR

RULING

1. Through their application dated 7th July 2025 and 24th July 2017, the Objectors seek the lifting of warrant of attachment and sale issued in respect of L.R. Nakuru Municipality Block 5/98.
2. The application is based on the affidavit of Jacinta Gathoni Kariuki, the 1st Objector, sworn on 7th July 2025.
3. Jacinta explains that she and her Co-Objectors, are the legal representatives of Kariuki Kuria, Gichuki Gichane and Waweru Mugo.
4. The attached property is registered jointly in the names of the 3 deceased gentlemen named above.
5. Judgment was made in favour of the Claimants, against the Respondent, a registered limited liability company, which from the affidavits of the Parties, is no longer actively in business.
6. It was made way back in 2018.



7. The registered owners of the attached property, Directors of Wagika Holdings Limited, were adjudged to be personally liable to satisfy the decree, after the Claimants successfully applied to the Court for removal of the corporate veil.
8. The attached property is estimated by the Objectors, to be worth Kshs. 125,000,000.
9. The judgment-debt, at the time the application was filed, was stated to be Kshs. 2,300,000.
10. The Objectors propose to liquidate the sum by paying a lump sum of Kshs. 250,000, and monthly instalments of Kshs. 10,000 thereafter.
11. They propose to assume liability for the judgment- debt, to save their interest in the attached property.
12. The Court does not think it is necessary to revisit the circumstances under which corporate veil was lifted, or the probate, and past sale transactions involving the attached property.
13. The Objectors have assumed liability for the judgement-debt, the only issue to be considered by the Court being whether their proposal for liquidation of the judgment debt, is fair and reasonable, meriting the endorsement of the Court.
14. A deposit of Kshs. 250,000, would leave the judgment-debt at Kshs. 2,050,000.
15. Payment by instalments of Kshs. 10,000 monthly, would take about 205 months, or 17 years, to satisfy the decree.
16. Already, 7 years have gone by, since the Judgment was delivered in favour of the Claimants, and cumulatively, they would have waited for 24 years, to enjoy the benefit of their litigation.
17. This is clearly not in the interest of fair administration of justice.
18. The Objectors' application is allowed as follows:

Orders: -

- a. The Objectors shall pay to the Claimants a lump sum of Kshs. 1,200,000 within 45 days of this ruling.
- b. The balance shall be paid in monthly instalments of Kshs. 100,000, beginning the first month, at the end of the 45 days.
- c. The orders of injunction, and prohibition, barring sale or other dealings with the attached property, shall remain in force.
- d. The Claimants may reapply for attachment of the property, if the Objectors default on any one payment.
- e. No order on the costs of the application.
- f. Mention on 17th March 2026.

DATED, SIGNED AND DELIVERED ELECTRONICALLY AT NAKURU, THIS 19TH DAY OF DECEMBER 2025.

JAMES RIKA
JUDGE

