

**REPUBLIC OF KENYA**  
**IN THE HIGH COURT AT ELDORET**  
**CIVIL APPEAL NO. E023 OF 2025**

**MAPS INVESTMENTS LIMITED.....**  
**APPELLANT**

**=VERSUS=**

**RAFIKI MICRO FINANCE BANK..... 1<sup>ST</sup>**  
**RESPONDENT**

**TIMELESS DOLPHIN AUCTIONEERS..... 2<sup>ND</sup>**  
**RESPONDENT**

**Coram: Before Hon. R. Nyakundi**  
**M/S Komm Advocates**

**RULING**

1. This is a pending Appeal before this Court which was instituted vide a Memorandum of Appeal dated 18<sup>th</sup> December 2024. The Appellant being dissatisfied with the Judgement of Hon. S.D. Sitati Senior Resident Magistrate Eldoret delivered on the 15th day of November 2024 appealed to the Honourable High Court against the judgment on the on following grounds:
  - a. The Learned trial Magistrate erred in both law and fact by delivering a judgement against the weighty of evidence adduced by the appellant.
  - b. The Learned trial Magistrate erred in both the law and fact by failing to consider the appellant’s claim and evaluate the repayments made to the 1st Respondent to ascertain the correct balance.
  - c. The Learned trial Magistrate erred in both law and in fact by failing to consider the appellant’s testimony and evidence which was properly on record.
  - d. The Learned trial Magistrate erred both law and fact by failing to appreciate that the appellant had proposed for restructure of the

loan facility due to post covid-19 effects for a repayment of Kshs. 70,000/- as monthly instalment.

- e. The Learned trial Magistrate erred in the judgment ignoring the principles of in duplum rule that limits the interest that can be charged on a loan to the amount of the loan facility.
  - f. The Learned trial Magistrate erred in failing to realize the danger facing the appellant on the excess interest charged by the Respondent on the loan facility.
2. The Appellant prays that this appeal be allowed and Judgement be set aside and the Counter Claim be allowed with costs to the Appellant. Thus;
- a. That the Judgment be set aside.
  - b. The Honourable Court do reconsider the evidence on merit and substitute a suitable finding.
  - c. The pronouncement of orders before obtain a current valuation report on account of the security offered to secure the loan facility.
  - d. That the trial court seems to issue order outside the claim thereby constituting attachment without due process followed rendering him and his family homeless.
  - e. That the Honourable Court do give the terms of rectification of the error vis avis the right of the appellant to participate in the enjoying the fruits of repaying the loan facility offered.
  - f. Costs of this Appeal both in this Court and lower court be and hereby provided for in favour of the Appellants against the Respondents.
3. During the pendency of this Suit the parties invoked Article 159 (2)(c) as read with Section 59 (d) of the Civil Procedure Rules and compromised the Suit in terms of a consent dated 11<sup>th</sup> November 2025 with contents captured as hereunder;
- a. *The appellant Maps Investments Limited do hereby withdraw the appeal in its entirety with costs of Kes. 200,000 to the 1st Respondent.*

- b. The appellant has already paid Kes. 100,000 towards settling of costs for appeal to the firm of KOMM Advocates.*
  - c. The remaining balance of Kes. 100,000 to be paid on or before 1st December 2025 to KOMM Advocates.*
4. As a result, this Consent is adopted as an order of this Court and the suit

is marked as closed

**GIVEN UNDER MY HAND AND THE SEAL OF THIS COURT THIS 14<sup>TH</sup>  
DAY OF JANUARY, 2026**

.....  
**R. NYAKUNDI**  
**JUDGE**