

REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT NAIROBI
COMMERCIAL AND TAX DIVISION
HCCOMM NO. E264 OF 2025

STELLA ANNE MUTHEU OSEWE.....PLAINTIFF/APPLICANT

-VERSUS-

WILLIAM OSEWE GUDA.....1ST DEFENDANT/RESPONDENT

RANALO FOODS LIMITED.....2ND DEFENDANT/RESPONDENT

RULING

1. Before me is a Notice of Motion application dated 8th April 2025 filed by the plaintiff/applicant pursuant to the provisions of Sections 478(8) & 786(1)(a)(ii) of the Companies Act, Sections 1A, 1B & 3A of the Civil Procedure Act, and Order 40 Rule 1 & Order 51 Rule 1 of the Civil Procedure Rules. The plaintiff prays for orders that pending the hearing and determination of this suit, she be made a mandatory joint signatory to all the 2nd defendant company's bank accounts and a joint approver of all M-Pesa transactions. She also seeks an order for an injunction to be issued restraining the respondents, their agents, or any persons acting under their authority from altering or interfering with the shareholding and directorship of the company, as well as from selling, disposing of, transferring, or otherwise adversely dealing with the 2nd defendant company's property and assets.
2. The plaintiff also seeks an order for the Court to appoint an independent firm of auditors or other competent inspector to inspect and report on the affairs of the company within thirty (30) days, including its M-Pesa and bank transactions since 2018, membership registers, books of accounts, meetings and resolutions,

auditors, contracts and service providers, employees, and the overall legal and financial standing of the company and an order compelling the respondents to release all financial records and related information to the plaintiff and the Court-appointed auditors or inspectors.

3. The application is premised on the grounds on the face of the Motion, and it is supported by an affidavit sworn on the same day by Ms Stella Anne Mutheu Osewe, the plaintiff herein. Ms Mutheu averred that she is a Director/shareholder of the 2nd defendant company, which was incorporated during her marriage to the 1st defendant in 1997, with each of them holding 50% of the shares and serving as Directors. She deposed that she was actively involved in the establishment, financing, and management of the company and its restaurant businesses until their separation in 2018 and eventual divorce in 2022. She stated that following the separation, the 1st defendant excluded her from the management of the 2nd defendant company, denied her access to information, unilaterally ran the company's affairs without consultation, failed to convene meetings, withheld books of accounts, opened bank and M-Pesa accounts without resolutions, failed to declare dividends or pay her Director's emoluments, and generally acted in breach of the company's articles of association.
4. Ms Mutheu contended that this conduct is oppressive and unfairly prejudicial to her interests as a shareholder and Director of the 2nd defendant company. She asserted that she is apprehensive that the 1st defendant has sole control over the 2nd defendant company's assets, and he may dissipate or waste them in the event that the orders being sought herein are not granted. She further stated that the 1st defendant has exposed the 2nd defendant company and herself to liabilities through failure to remit taxes and comply with statutory obligations, including

the diversion of company funds into personal accounts. She averred that such conduct is unlawful and has caused her financial loss, necessitating the intervention of the Court to preserve the company and protect the substratum of the suit.

5. In opposition to the instant application, the 1st defendant herein, Mr. William Osewe Guda, one of the Directors of the 2nd defendant, filed a replying affidavit sworn on 1st August 2022. Mr. Guda traced the origins of the business to 1977, long before the plaintiff's involvement, asserting that he solely established and grew the enterprise through personal effort and resources, and only included the plaintiff as a shareholder in 1997 after she voluntarily joined the business. He detailed his severe medical incapacitation following a near-fatal shooting in 2016, which necessitated stepping back from active management of the business and delegating operations to their children, while the plaintiff managed the Kisumu outlet.
6. Mr. Guda denied excluding the plaintiff from company affairs, maintaining that she has always remained a Director and signatory, has been consulted through Advocates, and has actively participated in key decisions such as lease renewals. He deposed that the plaintiff fraudulently orchestrated his removal as a Director and shareholder of Ranalo Foods Dala Limited through forged documents, a matter currently under police investigation. He deposed that the said conduct constitutes a criminal offence and breaches of fiduciary duty. He disputed claims of financial impropriety, opacity, tax non-compliance, diversion of funds, or failure to hold meetings and averred that the 2nd defendant company's banking, accounting, and statutory obligations have been lawfully managed pursuant to valid Board resolutions.

7. Mr. Guda contended that issues relating to certain properties were conclusively determined in prior matrimonial proceedings and are thus *res judicata*. He stated that the plaintiff has breached fiduciary duties, failed to act in good faith, and improperly invoked Court proceedings despite an arbitration clause in the company's Articles of Association mandating alternative dispute resolution. He asserted that the instant application seeks final and untenable reliefs at an interlocutory stage, thus failing the **Giella v Cassman Brown** test, and is motivated by an ulterior agenda to wrest control of the 2nd defendant company through litigation rather than genuine corporate governance concerns.
8. In a rejoinder, the plaintiff filed a supplementary affidavit sworn on 8th July 2025 by Ms Stella Anne Mutheu Osewe, the plaintiff herein. Ms Mutheu deposed that Ranalo Foods Dala Limited and Blue Waters Limited, as well as other entities mentioned by the 1st defendant, are not parties to these proceedings, and they are separate and distinct legal entities, and not subsidiaries of the 2nd defendant company, rendering all allegations relating to them immaterial. She denied claims that their sons managed the 2nd defendant company, stating that management has always been vested solely in herself and the 1st defendant. She claimed that the 1st defendant has harassed her through police summons over issues relating to unrelated companies. She maintained that she played a key role in incorporating the 2nd defendant company in 1997, injected capital, and devoted substantial time to managing the business.
9. Ms Mutheu stated that the matrimonial property proceedings and the pending appeal relate only to properties registered solely in the 1st defendant's name and do not bar these proceedings, as the matrimonial Court lacked jurisdiction over property registered in the 2nd defendant company's name, hence the plea of *res judicata* is unfounded.

10. While acknowledging her involvement in the lease renewal, she stated that this was done in good faith and solely because her consent was required as a Director, and that invitations to meet lessors did not amount to Board or Shareholders' meetings. Ms Mutheu asserted that the 1st defendant opened and operated undisclosed bank accounts and M-Pesa payment channels without her knowledge or Board approval, as evidenced by KRA Agency Notices and payment receipts and disputed claims of good governance, transparency, and tax compliance.
11. She contended that statutory non-compliance arose after her exclusion from management of the 2nd defendant company, justifying Court intervention, including the appointment of an auditor or inspector under the Companies Act. Ms Mutheu deposed that convening meetings was impractical due to hostility and exclusion, making Court intervention the most effective means of protecting her rights. She maintained that the arbitration clause cannot be invoked at this stage, as the 1st defendant waived the right to arbitration by entering appearance and filing a defence without seeking referral under Section 6 of the Arbitration Act.
12. The application herein was canvassed by way of written submissions that were highlighted on 24th September 2025. The plaintiff's submissions were filed by the law firm of Waithaka & Associates Advocates on 8th July 2025, whereas the 1st respondent's submissions were filed on 19th June 2025 by the law firm of Osiemo Wanyonyi & Company Advocates.
13. Mr. Odongo, learned Counsel for the plaintiff relied on the Court of Appeal case of **Mrao Ltd v First American Bank of Kenya Ltd & 2 others** [2003] KECA 175 (KLR), and submitted that the plaintiff has established a *prima facie* case, having demonstrated that her rights as a Director and 50%

shareholder of the 2nd defendant company have been unlawfully infringed since the year 2018. Counsel argued that the plaintiff has been excluded from management of the 2nd defendant, denied access to information, and locked out of the 2nd defendant company's affairs contrary its Articles of Association and the Companies Act. He stated that the 1st defendant has failed to convene AGMs as required under Section 275A of the Companies Act, failed to disclose books of accounts contrary to Section 320 of the Act and has unilaterally opened bank and M-Pesa accounts without Board resolutions, diverted company revenue to personal accounts, failed to declare dividends, and exposed the company to tax liabilities, as evidenced by correspondence, M-Pesa receipts, and a KRA Agency Notice.

14. In emphasizing the importance of shareholder meetings and accountability, Counsel cited the case of **Agricultural Development Corporation of Kenya v Nathaniel K. Tum & another** [2014] KEHC 8652 (KLR). On irreparable harm, Mr. Odongo contended that continued mismanagement, accumulation of undisclosed liabilities, tax enforcement, and potential breaches of employment laws threaten the 2nd defendant company's existence as a going concern and expose the plaintiff to personal liability as a Director, losses which cannot be adequately compensated by damages. In submitting that damages are not an automatic substitute where there is a clear breach of the law and violation of crystallized rights, Counsel referred to the case **Joseph Siro Mosioma v Housing Finance Company of Kenya & 3 others** [2008] KEHC 3673 (KLR). Relying on the case of **Dr. Peter Kamau Njoroge v Caroline Waguthi Ndindi** [2013] KEHC 5298 (KLR), Counsel further submitted that preserving the status quo through injunctive reliefs carries the lower risk of injustice.

15. Mr. Odongo argued that making the plaintiff a mandatory joint signatory to all bank and M-Pesa accounts of the 2nd defendant company is necessary to prevent continued abuse and to preserve the company's assets. He cited the cases of **Trt Investments Limited v Mwalo & 3 others** [2025] KEHC 1822 (KLR) and **Hemant Devji Jethwa v African Boot Company Limited** [2020] KEHC 10396 (KLR), and urged the Court to appoint independent auditors to investigate the affairs of the 2nd defendant company as provided for under Sections 478 & 786 of the Companies Act, to unearth fraud, prevent oppression, and provide transparency. Counsel also urged the Court to issue an order compelling the defendants to disclose all financial records, invoking the plaintiff's constitutional right to access information under Article 35 as explained by the Supreme Court in the case of **Dande & 3 others v Inspector General, National Police Service & 5 others** [2023] KESC 40 (KLR), and the rights of Directors and shareholders affirmed by the Court in the case of **Mary Kathambi v Julius K. Ithai & another** [2020] KEHC 10412 (KLR).
16. Mr. Osiemo, learned Counsel for the 1st defendant submitted that although the instant application is anchored on the provisions of Sections 478(8) & 786(1)(a) (ii) of the Companies Act, it does not meet the threshold for being granted injunctive or inspection orders. He relied on the settled principles in the case of **Giella v Cassman Brown & Company Ltd** [1973] EA 358, on the definition of what constitutes a *prima facie* case by the Court of Appeal in the case of **Mrao Ltd v First American Bank of Kenya Ltd & 2 others** (supra), and argued that the plaintiff has failed to establish a *prima facie* case, evidence of irreparable harm in the event that the orders sought are not granted, and/or that the balance of convenience tilts in favour of the plaintiff. Counsel maintained that the plaintiff remains a Director and equal Shareholder of the 2nd defendant,

has never been excluded from management, and has unrestricted access to company records.

17. He asserted that the prayers seeking orders of injunction against opening bank or M-Pesa accounts, altering shareholding or dealing with company assets, as well as making the plaintiff a mandatory joint signatory, are extraneous, speculative, and unsupported by evidence, especially given that such acts would already attract statutory and criminal sanctions. Mr. Osiemo further submitted that the plaintiff has not discharged the burden of proof under Section 107 of the Evidence Act, having failed to demonstrate any actual exclusion, mismanagement, fraud, or unauthorized opening of accounts. He cited the case of **Silvester Momanyi Marube v Guizar Ahmed Motari & Another** [2012] eKLR, and asserted that the Court should not resolve contested facts at an interlocutory stage.
18. Mr. Osiemo maintained that the 1st defendant has acted transparently, involved the plaintiff in company affairs, and lawfully managed the 2nd defendant company, including opening bank accounts with the plaintiff's involvement in the past. He referred to the Court of Appeal case of **Ajay Shah v Deposit Protection Fund Board as Liquidator of Trust Bank Limited (In Liquidation)** [2016] KECA 436 (KLR) and the case of **Monicah Wangui Njenga & another v David Kinyanjui Njenga & 3 others** [2021] KEHC 12552, and contended that the plaintiff has approached this Court with unclean hands, having breached her fiduciary duties under Sections 140 - 146 of the Companies Act by abandoning her Director's duties, failing to convene meetings, and engaging in alleged fraudulent conduct in related entities.
19. On the issue of appointment of auditors or inspectors, Mr. Osiemo submitted that such powers under the Companies Act are drastic and exceptional and

require clear *prima facie* evidence of fraud, mismanagement, or oppression, which have not been demonstrated in this case. Counsel stated that the plaintiff has failed to exhaust internal corporate remedies or dispute resolution mechanisms provided under the Articles of Association, including arbitration. He contended that appointing auditors would be disruptive, costly, and unjustified, noting that the application herein is speculative, premature, and an abuse of the Court process, motivated by ongoing investigations against the plaintiff.

ANALYSIS AND DETERMINATION.

20. I have considered the application herein, the grounds on the face of it and the affidavits filed in support thereof. I have also considered the replying affidavit filed by the 1st defendant and the written submissions by Counsel for the parties. The issues that arise for determination are -

- i) Whether the plaintiff has made out a case to warrant being granted orders of temporary injunction;**
- ii) Whether the plaintiff is entitled at an interlocutory stage, to being made a mandatory joint signatory to accounts for the 2nd defendant;**
- iii) Whether sufficient grounds have been laid for the appointment of an independent auditor or inspector under Sections 478(8) and 786(1) (a)(ii) of the Companies Act; and**
- iv) Whether the plaintiff is entitled to orders compelling disclosure of the 2nd defendant company's financial records and information at this stage of the proceedings.**

Whether the plaintiff has made out a case to warrant being granted orders of temporary injunction.

21. The law governing the granting of interlocutory injunctions is set out under Order 40(1)(a) and (b) of the Civil Procedure Rules, 2010, which provides that -

Where in any suit it is proved by affidavit or otherwise-

- a) that any property in dispute in a suit is in danger of being wasted, damaged, or alienated by any party to the suit, or wrongfully sold in execution of a decree; or*
- b) that the defendant threatens or intends to remove or dispose of his property in circumstances affording reasonable probability that the plaintiff will or may be obstructed or delayed in the execution of any decree that may be passed against the defendant in the suit,*

the court may by order grant a temporary injunction to restrain such act, or make such other order for the purpose of staying and preventing the wasting, damaging, alienation, sale, removal, or disposition of the property as the court thinks fit until the disposal of the suit or until further orders.

22. The conditions to be considered when dealing with an application for temporary injunction were settled in the case of **Giella v Cassman Brown & Company Limited** [1973] EA 358, where the Court held as hereunder -

Firstly, an applicant must show a prima facie case with a probability of success. Secondly, an interlocutory injunction will not normally be granted unless the applicant might otherwise suffer irreparable injury, which would not adequately be compensated by an award of damages. Thirdly, if the Court is in doubt, it will decide an application on the balance of convenience.

23. The Court of Appeal in the case of **Mrao Ltd v. First American Bank of Kenya Ltd & 2 Others** [2003] eKLR, defined what constitutes a *prima facie* case as follows -

“So what is a prima facie case” I would say that in civil cases it is a case in which on the material presented to the Court a tribunal properly directing itself will conclude that there exists a right which has apparently been infringed by the opposite party as to call for an explanation or rebuttal from the latter. A prima facie case is more than an arguable case. It is not sufficient to raise issues but the evidence must show an infringement of a right, and the probability of success of the Applicant’s case upon trial. That is clearly a standard, which is higher than an arguable case.

24. This Court notes from the affidavit evidence available on record, that the 2nd defendant was incorporated on 26th November 1997. It is not disputed that to date, the 2nd defendant company has two Directors being the plaintiff and the 1st defendant herein who hold equal shareholding. The plaintiff’s case is anchored on claims that after her separation from the 1st defendant in 2018, she was excluded from the management of the 2nd defendant company and denied access to information. She further averred that the 1st defendant has since then failed to convene statutory meetings, has unilaterally opened bank and M-Pesa accounts, and exposed the 2nd defendant company to tax liabilities.
25. The 1st defendant in opposition to the plaintiff’s allegations has demonstrated by production of medical treatment records and/or notes that sometime in 2016, he suffered a near-fatal shooting that rendered him medically incapacitated, forcing him to delegate the running and/or day to day management of the 2nd defendant to his children with the plaintiff, and the plaintiff managed the

Kisumu outlet. From the documents filed by the plaintiff, it is evident that she does not contest the 1st defendant's injuries and/or the fact that he became medically incapacitated as a result of the 2016 shooting incident. On perusal of a medical report prepared on 16th April 2019 for the 1st defendant, which is annexed to the 1st defendant's replying affidavit, the doctor found him to have weakness of his trunk and both his lower limbs, among other medical issues, and assessed the 1st defendant to have 100% permanent disability.

26. Upon further perusal of the 1st defendant's annexures, it is manifest that sometime in 2024, the 1st defendant was admitted for a spine surgery, following the 2016 gunshot injury. In the absence of any other evidence to the contrary, I am satisfied that between December 2016 and January 2024, the 1st defendant was reasonably limited in his ability to manage the 2nd defendant company, which was instead managed by the plaintiff and their children.
27. This Court notes that although the plaintiff claims that she was excluded from the management of the 2nd defendant company and denied access to information, she was still able to get her hands on an Agency Notice issued against the 2nd defendant's bank accounts, a transaction receipt from Safaricom evidencing payment of Kshs. 850/= to the 1st defendant and receipts issued to customers by the 2nd defendant as late as in the year 2025. This is evidence that she has functional access to company information notwithstanding the alleged exclusion.
28. Furthermore, the 1st defendant has demonstrated and the plaintiff has not disputed that in the year 2023, as Directors of the 2nd defendant, they got into a lease agreement for a lease over a property that the 2nd defendant intended to lease. On perusal of the communication between the Advocates for the plaintiff and the 1st defendant in regard to that lease, there is no evidence of hostility or

animosity to suggest that the plaintiff was being coerced into signing the aforesaid lease agreement in her capacity as the 2nd defendant's Director. I am therefore not persuaded that the plaintiff was denied access to information by the 1st defendant due to their separation.

29. On the allegation that the 1st defendant has since their separation, failed to convene statutory meetings, there is no explanation as to why the plaintiff being a Director and an equal shareholder of the 2nd defendant company did not convene the statutory meetings and/or if she convened them, exhibit evidence of the 1st defendant having failed to attend the convened meetings. Additionally, the plaintiff has not demonstrated that she reached out to the 1st defendant asking him to convene the said meetings and/or give reasons as to why the meetings had not been convened.
30. From the evidence availed by the plaintiff, the only time she reached out to the 1st defendant in regard to the allegations levelled against him in the instant application, is vide a letter dated 13th December 2024 addressed to the 1st defendant by the plaintiff's Advocates on record. The 1st defendant responded to the aforesaid letter vide a letter dated 16th December 2024 written by his Advocates on record, where he denied all the allegations levelled against him and suggested that they have a meeting in the new year to amicably discuss matters related to the 2nd defendant. The 1st defendant in his letter went ahead to ask the plaintiff and her Advocates on record to confirm receipt of their instructions, and also confirm whether he would be amenable to the settlement of those matters.
31. Neither the plaintiff nor her Advocates on record responded to the 1st defendant's Advocates confirming receipt of their instructions and whether the plaintiff was amenable to the settlement of those matters. Further, it is evident

that before the said letter of 13th December 2024, the plaintiff has not demonstrated that she sought financial records of the 2nd defendant company and/or any other critical information of the company from the 1st defendant and that her request was either denied or ignored to warrant this Court to invoke the provisions of Sections 478 (8) & 786(1)(a)(ii) of the Companies Act.

32. From the annexures attached to the 1st defendant's replying affidavit, it is apparent that on 13th September 2024, the 1st defendant lodged a complaint of fraud and forgery against the plaintiff at the Central Police Station, in regard to the affairs of Ranalo Foods Dala Limited. Noting that the plaintiff's letter claiming that since her separation from the 1st defendant in 2018 she has been excluded from the management of the 2nd defendant company and denied access to information, and that the 1st defendant had since then failed to convene statutory meetings, has unilaterally opened bank and M-Pesa accounts, and exposed the 2nd defendant company to tax liabilities, was done approximately three months after the 1st defendant's criminal complaint against the plaintiff, I am persuaded that the letter of 13th December 2024 was a reaction to the criminal complaint, rather than genuine evidence of exclusion from management of the 2nd defendant. This is especially so, since there is no explanation as to why since 2018, the plaintiff had not addressed the issues raised in the letter of 13th December 2024 with the 1st defendant.
33. In the circumstances and without making a final determination on the merits, I am not persuaded that the plaintiff has demonstrated, on the material placed before this Court, a *prima facie* case with a probability of success to warrant being granted the injunctive reliefs sought.
34. As to whether the plaintiff stands to suffer irreparable injury, other than allege that she will suffer irreparable injury, the plaintiff has not tendered any

evidence in support of the said allegation. Additionally, if at all the suit ultimately succeeds, the Court can easily make an order for audit of the 2nd defendant company's financial records and valuation of its assets and determine how much the plaintiff is entitled to, in terms of compensation if any. In the premise, I find that any alleged financial loss or prejudice to the plaintiff is quantifiable and compensable by damages should her claim ultimately succeed

35. From the analysis I have made, I am of the considered view that the balance of convenience tilts in favour of the defendants.

Whether the plaintiff is entitled at an interlocutory stage, to orders making her a mandatory joint signatory.

36. The order being sought to make the plaintiff a mandatory joint signatory to all bank and M-Pesa accounts is in the nature of a mandatory injunction. It is now well settled that an order of an interlocutory mandatory injunction is given sparingly and where special circumstances exist. This position was restated by the Court of Appeal in the case of **Joseph Kaloki t/a Royal Family Assembly v Nancy Atieno Ouma** [2020] KECA 831 (KLR) as follows -

As this Court stated in Kenya Breweries Limited & another vs. Washington O. Okeyo [2002] eKLR a mandatory injunction can be granted on an interlocutory applications as well as at the hearing but should not normally be granted in the absence of special circumstances but that if a case is clear and which the court thinks it ought to be decided at once, a mandatory injunction will be granted at an interlocutory application.

37. In the case referred to above by the Court of Appeal of **Kenya Breweries Ltd & another v Washington O. Okeyo** (supra), the Court stated that -

A mandatory injunction ought not to be granted on an interlocutory application in the absence of special circumstances, and then only in clear cases either where the court thought that the matter ought to be decided at once or where the injunction was directed at a simple and summary act which could be easily remedied or where the defendant had attempted to steal a march on the Applicant. Moreover, before granting a mandatory interlocutory injunction, the court had to feel a higher degree of assurance that at the trial it would appear that the injunction had rightly been granted, that being a different and higher standard than was required for a prohibitory injunction.

38. Earlier in this Ruling, I held that the plaintiff has not made out a case for being granted an interlocutory injunction. Having found no evidence that the plaintiff has been excluded from the management of the 2nd defendant company and denied access to information, it is my finding that granting the order being sought would amount to the Court interfering with the internal management of the 2nd defendant company, by substantially reorganizing the management and financial control of the 2nd defendant company at an interlocutory stage. This would effectively determine key issues in controversy at an interlocutory stage before the suit is heard on its merits.
39. In the premise, this Court is not persuaded that the plaintiff has demonstrated exceptional or special circumstances warranting issuance of an order of mandatory injunction. Accordingly, I find that the threshold for being granted such an order has not been met.

Whether sufficient grounds have been made for the appointment of an independent auditor or inspector under Sections 478(8) and 786(1)(a) (ii) of the Companies Act.

40. The power to appoint an auditor or inspector under the Companies Act is provided for under Sections 478(8) and 786(1)(a)(ii) which states that -

Section 478 (8)

If a company refuses to allow an inspection as requested under subsection (4), or to provide a copy of a record requested under subsection (5), the Court may, on the application of a person affected by the refusal, make an order compelling the company to allow an immediate inspection of the records, or to provide that person with a copy of the requested record.

Section 786(1) (a) (ii)

The Court may appoint one or more competent inspectors to investigate the affairs of a company and to report on those affairs in such manner as the Court directs -

a) in the case of a company having a share capital, on the application either of -

i) not fewer than two hundred members; or

ii) members holding not less than one-tenth of the nominal value of the company's share capital; or

41. The remedies provided for in the foregoing Sections of the Companies Act, are drastic and exceptional and they are intended to be exercised where there is clear *prima facie* evidence of fraud, oppression, mismanagement, or serious breach of statutory duty. Allegations alone, without cogent and uncontested evidence, are insufficient to justify such intervention.
42. This Court has already found above herein that the plaintiff has not demonstrated financial impropriety, lack of transparency and statutory non-compliance on the part of the 1st defendant, to warrant being granted of the

orders sought. I am therefore not satisfied that the plaintiff has laid out a sufficient factual basis to warrant the invocation of the Court's powers under Sections 478 and 786 of the Companies Act at this stage.

Whether the plaintiff is entitled to orders compelling disclosure of the 2nd defendant company's financial records and information at this stage of the proceedings.

43. While Directors and shareholders have statutory rights to access company information, the enforcement of such rights must be balanced against the need to avoid converting interlocutory applications into final reliefs. In this case, the plaintiff has not demonstrated that she has been denied access to company records, that internal mechanisms for accessing such information have been exhausted and/or that she has been excluded from the management of the 2nd defendant company. I therefore find no basis for granting the disclosure orders sought in the application herein.
44. In the end, it is my finding that the plaintiff's Notice of Motion application dated 8th April 2025 is not merited. It is hereby dismissed with costs to the 1st defendant.

It is so ordered.

DATED, SIGNED and DELIVERED at NAIROBI on this 30th day of January 2026. Ruling delivered through Microsoft Teams Online Platform.

NJOKI MWANGI

JUDGE

In the presence of:-

Mr. Mwenda for the plaintiff/applicant

Mr. Otieno for the 1st defendant/respondent

No appearance for the 2nd defendant

Ms B. Wokabi – Court Assistant.

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