REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT NAIROBI

MILIMANI LAW COURTS

CIVIL APPEAL NO. 287 OF 2019

KENYA MEDICAL RESEARCH INSTITUTE……………………………….APPELLANT / 1ST RESPONDENT

VERSUS

SUPERCLEAN SHINE LIMITED...APPLICANT

CLEAN DEGREE LIMITED.......................................2ND RESPONDENT

RULING

Background

1. The parties herein entered into a contract for cleaning and gardening services. The Applicant's case was that the parties executed a written contract for the period between 1st August 2014 to 31st July 2015, subject to renewal based on performance.
2. According to the Applicant, after expiry of the written contract, the parties continued their relationship under an oral extension of the contract.

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3. A dispute subsequently arose when the Appellant advertised tenders for the same services thereby prompting the Applicant to file **Milimani CMCC No. 7887 of 2015**.
4. After hearing the matter, the trial magistrate found that a subsisting contractual relationship existed between the parties and that the Appellant had breached the contract.
5. The trial court therefore issued the following orders:
   a) ***General damages of Kshs. 2,000,000 for breach of contract.***
   b) ***Payment for services rendered by the Applicant from September 2018 onwards, which the court found had not been settled.***

6. The trial court also expressed the view that the contract between the parties continued to subsist and directed the parties to revert to the original agreement and comply with its terms.

Appeal to the High Court

7. Dissatisfied with the trial court's decision, the Appellant herein filed a Memorandum of Appeal dated 23 May 2019. The appeal was determined by way of written submissions. The issues framed for determination in the appeal included:
   a) ***Whether damages for breach of contract were awardable in the circumstances of the case.***
   b) ***Whether costs of the suit were properly awarded.***

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c) ***Whether a statutory contract could be extended orally.***
d) ***Whether the parties had discharged the burden of proof on a balance of probabilities.***

8. The Court delivered judgment on 26 June 2025 in which it found in the affirmative on several issues including the existence of a contract and breach thereof, but held that general damages are not awardable for breach of contract. The court consequently set aside the judgment of the trial court in its entirety thereby setting the stage for the 2 applications that are the subject of this ruling.

   a) ***The Notice of Motion dated 25 July 2025 seeking review, variation and partial setting aside of the judgment delivered by this Court on 26 June 2025 (review application)****;* ***and***
   b) ***The Application dated 30th July 2025 seeking to punish alleged contemnors and to compel compliance with court orders (contempt application).***

Application dated 25th July 2025

9. The application is brought pursuant to Order 45 Rule 1 of the Civil Procedure Rules**,** Sections 1A, 1B and 3A of the Civil Procedure Act**,** and all other enabling provisions of the law.
10. The Applicant principally seeks orders that the Court review and vary its judgment by limiting the setting aside

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of the trial court's judgment to the award of general damages for breach of contract only, and that the other orders of the trial court, particularly those relating to payment for services rendered, be reinstated.

11. The Appellant opposed the application which was canvassed by way of written submissions.

Applicant's Submissions

12. The Applicant submitted that the judgment of 26th June 2025 contains errors apparent on the face of the record. It argued that the Court found that the Appellant breached the contract, but nevertheless proceeded to remove all reliefs granted to the Applicant, including those relating to payment for services rendered.

13. The Applicant submitted that the Court erroneously concluded that the Applicant had suffered no loss, despite clear evidence showing that the Applicant had rendered services between September 2018 and the date of the trial court's judgment for which payment remained outstanding.

14. The Applicant further argued that the appellate judgment set aside the entire judgment of the trial court, despite the appeal addressing only certain aspects of the decision.

15. According to the Applicant, the appellate court only considered issues relating to the extension of the contract, breach of contract, whether a statutory contract could be

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extended orally; and whether general damages were available for breach of contract.

16. The Applicant contended that the trial court's findings regarding payment for services rendered were not challenged on appeal and therefore should not have been disturbed.

17. The Applicant further submitted that where grounds of appeal are raised but not prosecuted through submissions**,** such grounds are deemed abandoned. Reliance was placed on ***Frann Investment Limited vs. Kenya Anti-Corruption Commission & 6 others*** **[2024] KECA 714 (KLR)**.

18. It was submitted that the Court retains jurisdiction to hear the review application despite the earlier filing of a notice of appeal. Reliance was placed on ***Multichoice (Kenya) Ltd vs. Wananchi Group (Kenya) Ltd & 2 others*** **[2020] KECA 633 (KLR)**.

19. The Applicant reiterated that the judgment contained what it described as a contradictory outcome, in that the Court found that the Appellant had breached the contract, yet proceeded to remove all reliefs granted by the trial court.

20. According to the Applicant, this resulted in a determination that was both logically inconsistent and prejudicial to the Applicant.

21. The Applicant submitted on the principles of restitution and prevention of unjust enrichment and argued that if the judgment is left unchanged, the

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Appellant would benefit from services rendered without payment. In this regard, the Applicant invoked the doctrine of quantum meruit and the principle of restitution, arguing that the law should prevent unjust enrichment. Reliance was placed on the decision in ***Bid Insurance Brokers Limited vs. British United Provident Fund***, where the Court discussed the principle that restitution seeks to restore parties to their original position where one party has been unjustly enriched.

22. The Applicant maintained that the trial court's order directing payment for services rendered reflected these principles and should not have been disturbed.

Appellant's Submissions

23. The Appellant opposed the application and submitted that the same is incompetent and an abuse of the court process**.**

24. It was contended that the Applicant had filed a Notice of Appeal**,** and therefore the Court was functus officio and lacked jurisdiction to entertain the application for review.

25. The Appellant further argued that the application does not disclose any error apparent on the face of the record**,** but rather seeks to invite the Court to reconsider its judgment**,** which would amount to sitting on appeal over its own decision.

26. The Appellant therefore urged the Court to dismiss the application.

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Issues for Determination

27. Having considered the application, the affidavits and the submissions of the parties, I find that the issues for determination are:

a) ***Whether the Court has jurisdiction to entertain the application for review.***
b) ***Whether the Applicant has established the existence of an error apparent on the face of the record.***
c) ***Whether the Applicant has satisfied the threshold for review under Order 45 of the Civil Procedure Rules.***

Analysis and Determination

28. Order 45 Rule 1 Civil Procedure Rules provides that:

1. Application for review of decree or order.
(1) **Any person considering himself aggrieved—**
(a) **by a decree or order from which an appeal is allowed, but from which no appeal has been preferred; or**
(b) **by a decree or order from which no appeal is hereby allowed,**
and who from the discovery of new and important matter or evidence which, after the exercise of due diligence, was not within his knowledge or could not be produced by him at the time when the decree was passed or the

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order made, or on account of some mistake or error apparent on the face of the record, or for any other sufficient reason, desires to obtain a review of the decree or order, may apply for a review of judgment to the court which passed the decree or made the order without unreasonable delay.

(2) **A party who is not appealing from a decree or order may apply for a review of judgment notwithstanding the pendency of an appeal by some other party except where the ground of such appeal is common to the applicant and the appellant, or when, being respondent, he can present to the appellate court the case on which he applies for the review.**

29. In summary Order 45 Rule 1 CPR allows a party to request the same court to reconsider its decision where there is new evidence, an obvious error on record or there is another sufficient reason provided that the application is made promptly and before filing an appeal.

30. In ***National Bank of Kenya Ltd vs. Ndungu Njau*** **[1997] eKLR** the Court of Appeal held:

> ***"A review may be granted whenever the court considers it necessary to correct an apparent error or omission on the part of the court. The error or omission must be self-evident and***

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should not require an elaborate argument to be established. It will not be a sufficient ground for review that another judge could have taken a different view of the matter."

31. The Court continued by emphasizing an important limitation of review:

> ***"Nor can it be a ground for review that the court proceeded on an incorrect exposition of the law and reached an erroneous conclusion of law. Misconstruing a statute or other provision of law cannot be a ground for review.***"

32. The above case established that review is only available for clear and obvious errors which are self-evident on the face of the record and that arguments or re-interpretation of law belong to an appeal, not review.

Jurisdiction

33. The Appellant/Respondent argued that the filing of a Notice of Appeal deprived this Court of jurisdiction to entertain the review application. According to the Respondent, the Applicant had already filed an appeal in view of the fact that it had filed a Notice of Appeal. I however find that the law is now settled that a Notice of Appeal is not an appeal *per se* as it only signifies an

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intention to file an appeal. I am guided by the decision in ***Multichoice (Kenya) Ltd vs. Wananchi Group (Kenya) Ltd* [2020] KECA 633** where the Court of Appeal stated:

> ***"An appeal is preceded by lodgment of a notice of appeal. If appeal is not instituted within the appointed time above, the notice of appeal will, by the provisions of Rules 83 and 84 be deemed to have been withdrawn or struck out, as the case may be."***
>
> ***"To construe the provisions of Order 45 and to answer the question whether a notice of appeal is an appeal, the court has to do so with reference to all the relevant provisions… the court has jurisdiction to entertain an application for review where only the notice of appeal has been lodged. Conversely, the court will not hear an application for review when an appeal has been instituted under Rule 82 of this Court's rules."***

34. In the present case, the Applicant has explained that the Notice of Appeal was filed as a holding measure and was subsequently withdrawn. I therefore find that the existence of the Notice of Appeal does not bar the Court from exercising its review jurisdiction.

Error Apparent on the Face of the Record

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35. The Applicant argued that the Court made a finding that the Appellant breached the contract**,** but nonetheless set aside all reliefs granted to the Applicant**.**

36. This Court has reviewed the impugned judgment and notes that while the Court addressed the issue o**f** general damages for breach of contract**,** the trial court's findings regarding payment for services rendered were not specifically addressed.

37. The record indicates that the trial court found that the Applicant had rendered services for which payment remained outstanding. A perusal of the trial court's judgment shows that the trial magistrate found that the Applicant herein had proved its case on a balance of probabilities and rendered herself as follows:

> ***a) For damages for breach of contract, the court awards the plaintiff Kshs. 2,000,000 (Two Million Shillings).***
>
> ***b) The plaintiffs have rendered services from September 2018 to date which amounts they have not been paid. The defendants should pay the amounts owing within 60 days (from the date of judgment).***
>
> ***c) The defendant contends that the plaintiff's claim is pegged on fraud and illegalities. The plaintiff have not been charged in any criminal court with fraud or otherwise. …The parties are directed to go back to their initial Agreement***

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and comply with the terms and conditions of the contract as spelled out in the contract.

d) ***The plaintiff to be paid costs of the suit, the court so orders."***

38. The appellate judgment nonetheless proceeded to set aside the entire judgment of the trial court even after finding that the Appellant was in breach of the contract and rendered itself as follows:

> ***"General damages are meant to compensate the claimant for the loss incurred due to the negligent act of the respondent. The 1st Respondent did not suffer any loss as they were paid the contract sum every month. It would be unfair enrichment on their part to be paid anything else. I therefore find that general damages were not available to the respondent."***

39. My reading of the appellate judgment reveals that the appellate court addressed only the issue of the award of general damages which, it held, were not available to the Respondent. This means that all the other orders made by the trial court, on account of breach of contract, remained *in situ* and were unaffected by the finding on the aspect of general damages. This Court is persuaded that in the circumstances of this case, the appellate court's blanket order setting aside the trial court's judgment in its entirety

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resulted in the removal of reliefs which were not the subject of challenge on appeal**.**

40. In my humble view, such an outcome is capable of constituting an error apparent on the face of the record**,** particularly where the court's determination goes beyond the issues placed before it. I reiterate that it is clear and obvious that the only aspect of the trial court's judgment that was challenged on appeal was the award of damages for breach of contract as the other reliefs were not contested.

Threshold for Review

41. The purpose of review is to correct manifest errors in order to achieve justice. I am satisfied that the Applicant has demonstrated that the impugned judgment made findings regarding breach of contract, yet removed all reliefs and set aside orders which were not specifically challenged on appeal. The impugned judgment also failed to address the trial court's findings regarding payment for services rendered**.**

42. In this Court's view, these matters justify the Court exercising its jurisdiction under Order 45 Rule 1**.**

43. In the circumstances, the Court finds that the Applicant has satisfied the requirements for review.

44. Accordingly, the Court makes the following orders:

a) ***The Applicant's Notice of Motion dated 25 July 2025 is hereby allowed****.*

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b) ***The judgment of this Court delivered on 26 June 2025 is reviewed and varied.***

c) ***The setting aside of the trial court's judgment shall apply only to the award of general damages for breach of contract.***

d) ***The remaining orders of the trial court relating to payment for services rendered are hereby reinstated.***

e) ***Costs of the application shall be borne by the Appellant / 1st Respondent.***

Contempt Application

45. On **25 July 2025**, the Applicant filed an application seeking, among other orders:

a) ***A stay of execution of the judgment delivered on 26 June 2025.***

b) ***A partial review of the judgment.***

c) ***An order staying eviction or removal from the premises.***

46. On 28th July 2025, the Court directed that the application be listed for directions on 23rd September 2025 and granted an interim order stating:

> ***"That in the meantime, a stay of execution of the decree is hereby granted until 23/09/2025."***

47. The Applicant claims the order was served on 28th and 29th July 2025.

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48. The Applicant alleges that despite knowledge of the order, the Respondents locked the Applicant out of the premises on 30th July 2025, restricted access to the premises, and allowed selective access only to certain staff.

49. On this basis, the Applicant filed the present motion seeking orders to punish the Respondents for contempt of court.

The Respondents' case

50. The Respondents opposed the application and identified the following issues for determination:

   a) ***Whether the order issued on 28th July 2025 was a clear, unambiguous, and positive order capable of being disobeyed.***
   b) ***Whether the Respondents had knowledge of any order prohibiting eviction or removal from the premises.***
   c) ***Whether the alleged acts complained of constituted disobedience of the court order.***
   d) ***Whether the Applicant has met the heightened evidentiary standard required in contempt proceedings.***
   e) ***Whether the application is misconceived, made in bad faith, or constitutes an abuse of the court process.***

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51. The Respondents argued that the order issued on 28th July 2025 merely granted a stay of execution of the decree until 23 September 2025.

52. They contended that the order did not contain any prohibition against eviction or removal, nor did it direct the Respondents to maintain the Applicant in occupation of the premises.

53. The Respondents submitted that since the appellate judgment had already set aside the lower court's decision, there was no positive decree remaining capable of execution, and therefore nothing upon which a stay could operate.

54. They relied on several authorities including ***Western College of Arts & Applied Sciences vs. Oranga*** **[1976–80] 1 KLR** and ***Co-operative Bank of Kenya Ltd vs. Banking Insurance & Finance Union (Kenya*)** **[2015] eKLR** to support the proposition that a stay of execution presupposes the existence of a positive order capable of execution.

55. The Respondents disputed the Applicant's claim that they had knowledge of an order prohibiting eviction. They submitted that the order was served formally on 29th July 2025.

56. They further argued that the process server's affidavit does not support the Applicant's allegations that the process server was "chased away", stating that the affidavit only indicates that service was initially declined.

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57. The Respondents maintained that the order served did not prohibit administrative actions, eviction, discontinuance of services, or management decisions regarding the premises.

58. On alleged disobedience, the Respondents submitted that the alleged acts occurred in the context of a lawful vacation notice issued on 18th July 2025, and the High Court judgment delivered on 26th June 2025.

59. They stated that by the time the order was served on 29th July 2025 when the Applicant had already ceased providing services on 26 July 2025, and KEMRI had already engaged casual workers.

60. Accordingly, the Respondents contended that there was nothing remaining to evict, and no conduct that could constitute a violation of the interim order.

61. On the standard of proof in contempt proceedings, the Respondents submitted that contempt proceedings are quasi-criminal and require a heightened standard of proof.

62. They relied on authorities including ***Cecil Miller vs. Jackson Njeru & Another* [2017] eKLR** and ***Samuel M. N. Mweru & Others vs. National Land Commission & 2 Others* [2020] eKLR** for the argument that contempt must be proved through evidence demonstrating deliberate disobedience, mala fides, and intentional violation of the court's authority.

63. The Respondents argued that the Applicant has not demonstrated the existence of a clear prohibitory order,

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deliberate disobedience or mala fide conduct on the part of the Respondents.

64. On alleged abuse of process, the Respondents submitted that the application is based on a mischaracterisation of the court's order.

65. They contended that the Applicant is attempting to obtain relief that the Court declined to grant, particularly an order restraining eviction or removal.

66. They characterized the application as frivolous, vexatious, and an abuse of the court process, intended to circumvent the consequences of the High Court's judgment delivered on 26th June 2025. They urged the court to dismiss the Notice of Motion dated 30th July 2025 with costs to the 1st, 2nd, and 3rd Respondents.

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Issues for determination

67. I have carefully considered the application and the parties' respective submissions. I find that the following issues arise for determination:

a) ***Whether the order issued on 28th July 2025 was a clear, unambiguous and positive order capable of being obeyed or disobeyed.***
b) ***Whether the Respondents had knowledge or notice of the terms of that order.***
c) ***Whether the acts complained of, namely the alleged lockout and restriction of access on 30th July 2025, constituted wilful disobedience of the order.***

d) ***Whether the Applicant met the heightened standard of proof applicable in contempt proceedings.***

68. The Applicant's case was that on 28th July 2025 the Court granted an interim order in the following terms:

> ***"That in the meantime, a stay of execution of the decree is hereby granted until 23/09/2025."***

69. The Applicant's case was that this order had the practical effect of restraining eviction or removal from the disputed premises; that the order was served on 28th and 29th July 2025**;** and that despite such knowledge the Respondents locked it out on 30th July 2025 and thereby deliberately disobeyed the Court.

70. The Respondents' answer was threefold. First, they argued that the order of 28th July 2025 was only a stay of execution of the decree and did not contain any express prohibition against eviction, removal, discontinuance of services, or interference with possession. Second, they stated that after the appellate judgment of 26th June 2025 set aside the lower court decree, there was no operative positive decree left upon which a stay of execution could bite. Third, they maintained that contempt, being quasi-criminal, must be proved to a standard higher than a balance of probabilities, and that the Applicant has not shown a clear order, deliberate breach, or mala fides.

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71. Order 42 rule 6(1) of the Civil Procedure Rules provides as follows:

> **"No appeal or second appeal shall operate as a stay of execution or proceedings under a decree or order appealed from except in so far as the court appealed from may order but, the court appealed from may for sufficient cause order stay of execution of such decree or order..."**

72. The same rule shows that a stay order presupposes the existence of a decree or order capable of execution.

73. As regards contempt jurisdiction, the traditional statutory foundation remains Section 5(1) of the Judicature Act**,** which was restated by the Court of Appeal in ***Shimmers Plaza Limited vs. National Bank of Kenya Limited*** **[2015] KECA 945 (KLR)** as follows:

> ***"The High Court and the Court of Appeal shall have the same power to punish for contempt of court as is for the time being possessed by the High Court of Justice in England..."***

74. On the ingredients of civil contempt, the formulation repeatedly applied by Kenyan courts is captured in ***Cecil Miller vs. Jackson Njeru & Another*** **[2017] KEHC 1499 (KLR)** as follows:

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“a) The terms of the order (or injunction or undertaking were clear and unambiguous and were binding on the defendant.
b) The defendant had knowledge of or proper notice of the terms of the order.
c) The defendant has acted in breach of the terms of the order and.
d) The defendant conduct was deliberate.”

75. The same decision states the evidential threshold thus:

> ***“Although the proceedings are civil in nature, it is well established that the degree of prove is almost that beyond reasonable doubt but definitely higher than on balance of probability.”***

76. On whether a stay can issue against a negative order, the classic authority is ***Western College of Arts and Applied Sciences vs. Oranga & Others* [1976] KLR 63**. The oft-cited passage reads:

> ***“In the instant case the High Court has not ordered any of the parties to do anything, or refrain from doing anything or to pay any sum. There is nothing arising out of the High Court judgment for this court, in an application for a stay, to enforce or to restrain by injunction.”***

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77. That principle has been reaffirmed in later decisions. In ***Co-operative Bank of Kenya Limited vs. Banking Insurance & Finance Union (Kenya)*** **[2015] KECA 353 (KLR)**, where Kantai JA stated:

> ***"An order for stay of execution is ordinarily an interim order which seeks to delay the performance of positive obligations that are set out in a decree as a result of a Judgment. The delay of performance presupposes the existence of a situation to stay – called a 'positive order' – either an order that has not been complied with or has partly been complied with."***

78. On knowledge of the order, ***Shimmers Plaza*** case (supra) is clear that formal personal service is not always indispensable where knowledge is proved. The Court of Appeal held:

> ***"Would the knowledge of the judgment or order by the advocate of the alleged contemnor suffice for contempt proceedings? We hold the view that it does."***

It also emphasized:

> ***"We reiterate here that court orders must be obeyed. Parties against whom such orders are made cannot be allowed to trash them with***

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impunity. Obedience of Court orders is not optional, rather, it is mandatory...”

79. Those propositions, however, only assist where there is first a clear order whose terms are known.

Analysis and Determination

80. The first and decisive question is the meaning and legal effect of the order made on 28th July 2025**.** The order, as reproduced in the material before the Court, was not phrased as an injunction, a status quo order, or an order restraining eviction. Its wording was simply that ***a stay of execution of the decree is hereby granted until 23/09/2025.***

81. The wording of the order matters as contempt cannot be founded on implication, inference, or what one party subjectively thought the Court must have intended. The order relied on must be clear and unambiguous. That is the first element in ***Cecil Miller*** case (supra).

82. On the material placed before this court, the appellate judgment of 26th June 2025 had already allowed the appeal and set aside the lower court judgment. The Respondents’ core argument is therefore legally substantial. This is to say that if the judgment under appeal had set aside the subordinate court’s positive reliefs, then what remained was, in substance, a negative outcome in relation to the Applicant. A stay of execution ordinarily delays enforcement of a positive command. It does not, without more, create a fresh injunctive regime

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regulating possession, access, staffing, or contractual performance. That is precisely the principle espoused in ***Western College*** (supra) and ***Co-operative Bank vs. BIFU*** (supra).

83. Put differently, an order staying "execution of the decree" is not the same thing as an order stating, for example, that *"the Respondents are restrained from evicting, removing, locking out, or otherwise interfering with the Applicant's possession pending inter partes hearing."* No such language appears in the order as presented. On that basis, the Court would be slow to punish for contempt where the alleged contemnors are said to have breached an obligation that the order itself did not expressly impose.

84. The second issue is knowledge. I accept that, in law, knowledge can suffice even absent personal service, as held in ***Shimmers Plaza*** (supra). But proof of knowledge only answers one element. It does not cure uncertainty in the terms of the order. Even assuming the Respondents were aware that a stay order had been issued on 28th or 29th July 2025**,** the Applicant still had to show that they knew of a clear prohibition against eviction or exclusion from the premises. From the wording supplied, that prohibition is not found in the order itself.

85. The third issue is breach. Because contempt is quasi-criminal, the Court must be satisfied to a standard higher than the ordinary civil threshold that the Respondents deliberately violated the very terms of the order. ***Cecil***

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Miller (supra) states that the conduct must be deliberate and the standard is “almost that beyond reasonable doubt but definitely higher than on balance of probability.”

86. On the material summarized hereinabove, what occurred on 30th July 2025 may well have been adverse to the Applicant, and may have followed KEMRI’s vacation notice and the post-judgment transition. But adverse conduct is not automatically contempt. The conduct must be shown to violate a specific court command. Here, the command relied on was only a stay of execution of the decree. That is insufficiently precise, in the circumstances, to ground committal. I hasten to add that in the event the adverse actions against the Applicant were carried out in contravention of the law, nothing stands in the Applicant’s way in pursuing damages for any loss arising from the impugned actions.

87. The Court must also bear in mind the caution from ***Western College*** (supra) that where there is no order requiring a party “to do anything, or refrain from doing anything or to pay any sum,” there may be nothing to stay or enforce by contempt. That caution applies squarely in this case.

88. In conclusion I make the following findings: -

89. First, the order of 28th July 2025 was not a clear and unambiguous prohibitory order restraining eviction, removal, lockout, or interference with access to the premises**.** It was framed only as a stay of execution of the decree until 23rd September 2025**.**

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90. Second, while knowledge of an order may in law suffice in place of formal service, contempt still requires proof of knowledge of the terms actually contained in the order**.** The Applicant did not demonstrate that the Respondents were bound by an express order requiring them to maintain the Applicant on the premises or prohibiting them from restricting access.

91. Third, the Applicant did not prove, to the required elevated standard, that the Respondents wilfully disobeyed a clear court order. What was shown, at most, was a dispute about the scope and effect of an interim stay order after an appellate judgment had already set aside the lower court decree. That is insufficient for contempt.

92. For the reasons that I have stated in this ruling, I find that the contempt application dated 30th July 2025 **is** without merit and is dismissed with costs to the 1st, 2nd and 3rd Respondents**.**

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 19TH DAY OF MARCH, 2026.

HON. W. A. OKWANY

JUDGE

19/03/2026

FOR APPELLANT Amino

FOR THE RESPONDENT No appearance

COURT ASSISTANT Abdirizak

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