

**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA AT ELDORET**  
**CIVIL SUIT NO. 51 OF 1999**

**VISHVA BUILDERS LIMITED.....PLAINTIFF/DECREE  
HOLDER**

**VERSUS**

**MOI UNIVERSITY.....DEFENDANT/JUDGMENT  
DEBTOR**

**AND**

**NATIONAL BANK OF KENYA LIMITED.....1<sup>ST</sup>  
GARNISHEE**  
**CO-OPERATIVE BANK OF KENYA LIMITED.....2<sup>ND</sup>  
GARNISHEE**  
**KENYA COMMERCIAL BANK LIMITED.....3<sup>RD</sup> GARNISHEE**  
**STANDARD CHARTERED BANK LIMITED.....4<sup>TH</sup>  
GARNISHEE**  
**ACCESS BANK LIMITED.....5<sup>TH</sup>  
GARNISHEE**  
**EQUITY BANK LIMITED.....6<sup>TH</sup>  
GARNISHEE**  
**ABSA BANK OF KENYA LIMITED.....7<sup>TH</sup>  
GARNISHEE**

**RULING**

1. This is yet another one of the successive execution of decree-related Rulings that I have had to deliver in this matter since rendering a Judgment on 2/02/2024. By the Judgment, this Court awarded the Plaintiff the principal sum of Kshs 185,305,011.30 with interest thereon, and subsequently, on 1/03/2024, upon being moved under the “slip rule”, also awarded costs of the suit to the Plaintiff, which costs was then taxed at the sum of Kshs 4,779,336.56. I understand that the principal sum has now been paid. The interest accrued has also now been computed at the sum of Kshs 1,083,388,379.94, and the Certificate dated 16/01/2026 to that effect issued by this Court.
2. The latest Application now before the Court is the Plaintiff’s Notice of Motion dated 4/02/2026, filed through **Messrs Havi & Co. Advocates**. It seeks attachment of a number of bank accounts held and/or operated by the Defendant at the respective Garnishee banks, and pay out of funds therein to the Plaintiff, in settlement of the interest accrued on the decree. On account of this Application, this Court, on 4/01/2026, issued a Garnishee order *nisi* “freezing” the subject bank accounts, in the interim, pending inter partes hearing of the Application.

3. Noting the enormity of the amount in question, when this matter came up in Court on 10/02/2026, at the Defendant's request, accepted by **Mr. Havi, SC**, for the Plaintiff, I agreed to withhold immediate determination or delivery of the Ruling on the Application so as to give the parties a "window" for discussing and/or exploring an out of Court settlement or payment plan. As no such settlement has been brought to the Court's attention to date, I presume that none has been achieved. For this reason, I now proceed to deliver the Ruling.
4. The Application is supported by the Affidavit sworn by **Harish Vekaria** who introduced himself as a director of the Plaintiff. He basically echoed the matters I have already set out above, and reiterated the prayers I have already referred to.
5. In response, the Defendant filed the Replying Affidavit sworn on 9/02/2026 by **Dorcas Mengich**, who introduced herself as the Defendant's Legal Officer. She deponed that the Defendant is a public institution whose funding is from Parliament, and as such, it prepares and submits its annual estimates of revenue and expenditure to the Cabinet Secretary for approval. She stated that the Defendant is mandated to maintain only specified accounts falling in the category of special account, capital account, operational account, research account, project account, endowment account, and others to be determined as from time to time, to be used and applied for only the purposes they were established for. She urged that the Defendant's budget and expenditure depends on government budgetary circle and policy, and that categorization of the accounts is to provide separation of funds to prevent comingling of different funds meant for different functions and sourced for certain purpose. She contended that the effect of garnisheeing of the 69 or so accounts across 7 banks leaves no doubt that the operations of the Defendant are constructively at an imminent, if not already, in a halt, that such random and blanket freezing of the accounts without differentiation, given the inherent nature of the Defendant to conduct research, special projects and incur daily operational activities for the staff and students, is unjust. She referred to this Court's previous Ruling delivered on 15/12/2025 upholding that contention. She urged further that it is a matter of judicial notice that the Defendant is facing financial woes as officially documented, leading to mass lay-offs and labour strikes, that satisfaction of the decree has been hampered by government policies, and that the Defendant has submitted its documentation to the Pending Bills Verification Committee set up by the Government, which Committee has since published a Gazette Notice issuing guidelines on the manner in which such bills are to be settled. She thus asked that the Application be dismissed with costs.
6. The 7 Garnishees also filed respective Affidavits.

7. The 1<sup>st</sup> Garnishee (**National Bank of Kenya Limited**) filed the Replying Affidavit sworn on 12/02/2026 by **Simon K. Kamau**, who introduced himself as the Operations Manager of the 1<sup>st</sup> Garnishee's branch situated at the Defendant University, and which Affidavit is filed through **Messrs G&A Advocates LLP**. He confirmed that the 36 accounts or thereabouts cited by the Plaintiff, are truly held and operated by the Defendant at the branch, and he exhibited Certificates showing the balances therein. He then deponed that 4 of the accounts were opened specifically for research activities, and are thus utilized exclusively for that purpose in accordance with the subject donor Agreements, which restrict use of the funds to research only, and not for any other purpose. He also pointed out that one of the 4 accounts was among those excluded from attachment by this Court by the Ruling dated 15/12/2025. He however stated that the 1<sup>st</sup> Garnishee is ready and willing to comply with any orders that may be given by the Court to the extent of the amounts held in the accounts, subject to the 1<sup>st</sup> Garnishee's Advocates' costs, which he proposed at Kshs 70,000/-, to be paid from the accounts.
8. The 2<sup>nd</sup> Garnishee (**Co-operative Bank of Kenya Limited**) filed the Replying Affidavit sworn on 16/02/2026 by one **Agnes Yego**, who introduced herself as a Service Manager thereof, which Affidavit is filed through **Messrs Kipkenda & Co**. She deponed that out of the 6 bank accounts cited by the Plaintiff, 5 do not belong to the 2<sup>nd</sup> Garnishee, and therefore confirmed only one as truly held and operated by the Defendant, in respect to which she exhibited a Statement indicating the amount held therein as Kshs 207,699.75.
9. The 3<sup>rd</sup> Garnishee (**Kenya Commercial Bank Kenya Limited**) filed the Replying Affidavit sworn on 12/02/2026 by one **Millicent Marutit Mello**, also filed through **Messrs G&A Advocates LLP**. She introduced herself as the North Rift Lead - Corporate Banking Division at the 3<sup>rd</sup> Garnishee, and acknowledged that 10 out of the 11 bank accounts cited by the Plaintiff are indeed held by the Defendant at the 3<sup>rd</sup> Garnishee, in respect to which she exhibited respective Certificates indicating the balances held therein. She however deponed that, even though, 4 out of the 10 acknowledged accounts were opened specifically for research activities, in accordance with terms of the subject donor Agreements, which restrict use of the funds to Research activities only, and not for any other University operations. She then exhibited correspondence to that effect. She deponed further that that the Defendant owes the 3<sup>rd</sup> Garnishee a sum of Kshs 859,464,436.30 in unremitted loan deductions/repayments for its staff, which amount remains outstanding to date. He urged that, as such, the 3<sup>rd</sup> Garnishee has both a legal and contractual right to recover those

amounts in priority over the Plaintiff's claim, and that the Defendant's failure to remit staff loan/deductions/repayments has directly affected the 3<sup>rd</sup> Garnishee's financial position, and, as such, honouring the Plaintiff's claims before recovering these dues would significantly prejudice the 3<sup>rd</sup> Garnishee's rights. He, too, made reference to the Ruling delivered herein 15/12/2025, which already excluded all the subject accounts from Garnishee proceedings. In the end, he, too, prayed that the 3<sup>rd</sup> Garnishee's costs of the Application, which he proposed at Kshs 70,000/-, be paid from the accounts.

**10.** The 4<sup>th</sup> Garnishee (**Standard Chartered Bank Limited**) filed the Replying Affidavit sworn on 16/02/2026 by **Enock Omwamba**, who introduced himself as a Relationship Manager at the 4<sup>th</sup> Garnishee, and which Affidavit is filed through **Messrs Sheth & Wathigo Advocates**. He confirmed that the 2 bank accounts cited by the Plaintiff are indeed held and operated by the Defendant at the 4<sup>th</sup> Garnishee, and which, in aggregate, hold a total amount of Kshs 2,064,694/-, and he exhibited statements to that effect. He however deponed that although the funds in the accounts are not capable of settling the decree, the 4<sup>th</sup> Garnishee is nonetheless, willing to comply with any orders the Court may issue. He similarly prayed that the 4<sup>th</sup> Garnishee's costs of the Application be paid from the accounts.

**11.** The 5<sup>th</sup> Garnishee (**Access Bank Limited**) filed the Replying Affidavit sworn on 5/02/2026 by **Elisha Nyikuli**, who introduced himself as the Head of Legal & Company Secretariat thereof, which Affidavit is filed through **Messrs Alakonya & Associates Advocates LLP**. He deponed out of the 6 accounts cited by the Plaintiff, only 1 is held and operated by the Defendant at the 5<sup>th</sup> Garnishee. He however disclosed 5 other accounts held by the Defendant at the 5<sup>th</sup> Garnishee and listed the balances held in each, aggregating to a total of Kshs 8,953,683.75 and Euro. 168,175.42, but, nonetheless, contended that one has since been closed. He then deponed that the same are project accounts as opposed to current accounts, and are therefore used only for special projects such as scholarship funding for students, and not for any other university operations. He however confirmed that the 5<sup>th</sup> Garnishee is willing to comply with any orders that may be issued by the Court, and he, too, prayed that the 5<sup>th</sup> Garnishee's costs of the Application, which he proposed at Kshs 50,000/-, be deducted from the accounts.

**12.** The 6<sup>th</sup> Garnishee (**Equity Bank of Kenya Limited**) filed the Replying Affidavit sworn on by one **Victor Owino** on 3/03/2026, who introduced himself as the Eldoret Branch Operations Manager thereof. The Affidavit is filed through **Messrs Mburu Maina & Co.**

**Advocates.** He deponed that the 2 bank accounts cited by the Plaintiff and alleged to be held at the 6<sup>th</sup> Garnishee, are unknown to the 6<sup>th</sup> Garnishee, and thus do not exist. He however disclosed 2 other accounts held by the Defendant which in aggregate, hold a total sum of Kshs 1,488,769.43. From a perusal of the account numbers given, it is apparent that the Plaintiff simply missed out the first digit in both account numbers. He, too, prayed that the 6<sup>th</sup> Garnishee's costs of the Application be deducted from the said accounts.

13. The 7<sup>th</sup> Garnishee (**ABSA Bank Kenya Plc**) filed the Replying Affidavit sworn on 9/02/2026 by **Simon Mwangi**, who introduced himself as a Legal Counsel thereof, and the same is filed through **KOMM Advocates**. He deponed that out of the 5 bank accounts cited by the Plaintiff, only 3 are truly held and operated by the Defendant at the 7<sup>th</sup> Garnishee, in respect to which he exhibited statements indicating that the accounts hold amounts of Kshs 13,100,213.60, Kshs 11,157,777.35, and Kshs 977,871.70, respectively, thus insufficient to satisfy the amount sought by the Plaintiff. He, too, however confirmed that the 7<sup>th</sup> Garnishee is willing to comply with any orders that this Court may issue, and he, too, prayed that the 7<sup>th</sup> Garnishee's costs hereof, which he proposed at Kshs 50,000/-, be paid out of the said accounts.

14. I then gave the Advocates the liberty to make brief oral submissions on the Application.

15. **Mr. Havi, SC**, in submitting in support of the Application, acknowledged that this Court had indeed by its Ruling delivered on 15/12/2025, excluded a number of bank accounts held at the different Garnishee banks herein on various grounds. He also acknowledged that in an earlier Ruling made in a related matter, a different Judge, namely, **P.J. Otieno J**, had similarly also excluded some bank accounts from the Garnishee proceedings. As such, **Mr. Havi, SC**, gave a synopsis of net balances that would, in his computation, still remain available for attachment at the respective banks, if exclusion of the accounts were to be applied to the instant Application. He however, without prejudice, still urged that the exclusion of accounts should not again be applied, since in his view, the exclusion made by this Court in the Ruling delivered on 15/12/2025 was made in error, and in any case, that Ruling, although made by this same Court, does not bind it. He thus urged this Court to depart therefrom. He submitted that regarding the 1<sup>st</sup> Garnishee (**National Bank of Kenya Limited**), and the 3<sup>rd</sup> Garnishee (**Kenya Commercial Bank Limited**), all they have presented to support the exclusion of accounts are mere letters, not Agreements, unlike the position that formed the basis of **P.J. Otieno, J's** Ruling. He cited the Court of Appeal decision in the case of **Odhiambo Owiti & Co v CFC Stanbic Bank [2015] eKLR**, which

he submitted, overturned the High Court's decision to exclude some bank accounts from Garnishee attachment on the ground that the bank had been placed under statutory management. In the end, he urged that even if the accounts are to be excluded, they should all, nonetheless, remain under attachment.

**16. Mr. Kimurgor**, holding brief for **Mr. Kigen**, representing the Defendant, countered **Mr. Havi SC's**, arguments on the issue of exclusion of the identified bank accounts by submitting that this Court's Ruling delivered on 15/12/2025 has not been set aside or appealed against. Regarding funding of universities and management of funding, he referred the Court to the provisions of **Section 53** of the **Universities Act**, and also the **Moi University Charter**.

**17. Mr. Muraguri**, also representing the Defendant, and thus appearing alongside **Mr. Kigen**, also opposed the Application by echoing the submission that this Court's Ruling delivered on 15/12/2025 has not been reviewed, and thus remains valid.

**18.** Needless to state, the Garnishees' Advocates had no much substantive submissions to make on the Application as they were not primary parties thereto. They therefore, basically, relied on their respective Affidavits.

#### **Determination**

**19.** The two broad issues that this Court is now called upon to determine in this matter may be summarized in the following terms:

i) **Whether a Garnishee order absolute should now issue pursuant to the Garnishee order nisi issued earlier herein in execution of the interest due and payable to the Plaintiff, having accrued on the principal judgment sum.**

ii) **If so, whether some of the accounts alleged to have been opened for special purposes should be excluded from the Garnishee orders.**

**20.** I may state by asserting that there is no question that **Order 23** of the **Civil Procedure Rules, 2010** permits for attachment of debts due to a decree-holder from any other person or third party, in satisfaction of a decree passed against a Judgment-debtor. **Order 23 Rule 1(1)** is premised as follows:

**“A court may, upon the ex parte application of a decree-holder, and either before or after an oral examination of the judgment-debtor, and upon affidavit by the Eldoret High Court Civil Suit No. 51 of 1999**

decree-holder or his advocate, stating that a decree has been issued and that it is still unsatisfied and to what amount, and that another person is indebted to the judgment-debtor and is within the jurisdiction, order that all debts (other than the salary or allowance coming within the provisions of Order 22, rule 42 owing from such third person (hereinafter called the “garnishee”) to the judgment-debtor shall be attached to answer the decree together with the costs of the garnishee proceedings; and by the same or any subsequent order it may be ordered that the garnishee shall appear before the court to show cause why he should not pay to the decree- holder the debt due from him to the judgment-debtor or so much thereof as may be sufficient to satisfy the decree together with the costs aforesaid.

21. The background, basis and foundation of the Garnishee law, and the manner in which it applies, were aptly broken down and expounded upon by **Denning M.R.** in the case of **Choice Investments Ltd vs. Jeromnimon (Midland Bank Ltd, Garnishee) [1981] 1 All ER 225**, in which he gave the following explanation:

**“The word ‘garnishee’ is derived from the Norman-French. It denotes one who is required to ‘garnish’, that is, to furnish, a creditor with the money to pay off a debt. A simple instance will suffice. A creditor is owed £100 by a debtor. The debtor does not pay. The creditor gets judgment against him for the £100. Still the debtor does not pay. The creditor then discovers that the debtor is a customer of a bank and has £150 at his bank. The creditor can get a ‘garnishee’ order against the bank by which the bank is required to pay into court or direct to the creditor, out of its customer’s £150, the £100 which he owes to the creditor.**

There are two steps in the process. The first is a garnishee order nisi. Nisi is Norman-French. It means ‘unless’. It is an order on the bank to pay the £100 to the judgment creditor or into court within a stated time unless there is some sufficient reason why the bank should not do so. Such reason may exist if the bank disputes its indebtedness to the customer for one reason or other. Or if payment to this creditor might be unfair by preferring him to other creditors: *see Pritchard v Westminster Bank Ltd [1969] 1 All ER 999, [1969] 1 WLR 547 and Rainbow v Moorgate Properties Ltd [1975] 2 All ER 821, [1975] 1 WLR 788. If no sufficient reason appears, the garnishee order is made absolute, to pay to the judgment creditor, or into court, whichever is the more appropriate. On making the payment, the bank gets a good discharge from its indebtedness to its own customer, just as if he himself directed the bank to pay it. If it is a deposit on seven days’ notice, the order nisi operates as the notice.*

**As soon as the garnishee order nisi is served on the bank, it operates as an injunction. It prevents the bank from paying the money to its customer until the garnishee order is made absolute, or is discharged, as the case may be. It binds the debt in the hands of the garnishee, that is, creates a charge in favour of the judgment creditor: see *Joachimson v Swiss Bank Corpn* [1921] 3 KB 110 at 131, [1921] All ER Rep 92 at 102, per Atkin LJ. The money at the bank is then said to be ‘attached’, again derived from Norman-French. But the ‘attachment’ is not an order to pay. It only freezes the sum in the hands of the bank until the order is made absolute or is discharged. It is only when the order is made absolute that the bank is liable to pay.”**

22. In this case, there is really no challenge to the Plaintiff’s entitlement to the accrued interest it has sought, the amount computed, and the Plaintiff’s right to invoke the Garnishee proceedings option as a means of execution. Any intention by the Defendant to appeal against the Judgment herein was also nipped by the Court of Appeal when it struck out the Defendant’s Notice of Appeal, and, as aforesaid, the interest accrued, which is what is sought herein, has also now been formally certified by the Court. I also gather that the Defendant has since settled the principal judgment sum. The basic contention raised by the Defendant, and supported by some of the Garnishees, is that some of the bank accounts targeted were opened solely for specific purposes, are operated as such, and should therefore be protected from the Garnishee proceedings because the funds held therein are not to be utilized for any other university purpose or operations.

23. It is not the first time that the contention that some of the accounts targeted herein are “special” accounts which should be protected is being raised in this matter. This is because the Plaintiff has previously initiated similar Garnishee proceedings in this very matter with varied levels of success, and the same contention of “special” accounts has always been raised by the Defendant. For instance, the Plaintiff’s Application that gave rise to my already referred to Ruling delivered on 5/12/2025, had sought recovery of the principal judgment sum by way of attaching the same bank accounts cited herein. In the Ruling, although I basically allowed the Application, I also accepted the Defendant’s said contention and consequently, excluded such “special” accounts from the Garnishee orders that I issued. Despite the previous Ruling, the same excluded “special” accounts have however again been included by the Plaintiff as part of the accounts targeted in the instant Application.

24. It is the exclusion of the “special” accounts in my said Ruling delivered on 15/12/2025 that **Mr. Havi SC**, argues, does not bind me, and asks me to depart from on the strength of the Court of Appeal decision in the case of **Odhiambo Owiti & Co. v CFC Stanbic Bank [2015] eKLR**. He submits that in that case, the Court of Appeal overturned the High Court’s decision to exclude some accounts from garnishee proceedings on the ground that the bank had been placed under statutory management. In my understanding, **Mr. Havi SC**, argues that Courts do not, under any circumstances, possess powers to exclude any bank accounts from Garnishee proceedings as long as there is a valid judgment in force.
25. I have perused the **Odhiambo Owiti (supra)** decision and I however find no difficulty in disagreeing with **Mr. Havi**, by distinguishing that decision from the instant case. I say so because, contrary to **Mr. Havi’s** submissions, it is clear that in the **Odhiambo Owiti** case, the Court of Appeal decision was based on the finding that by the time the bank was placed under statutory management, the title to the subject funds held in the bank accounts had already long passed to the legal custody of the decree-holder pursuant to a Garnishee order, and the funds were therefore no longer within the statutory manager’s reach. The Court of Appeal did not therefore, anywhere, state that Courts have no power to exclude some accounts from Garnishee proceedings. Secondly, as correctly argued by **Mr. Kigen** and **Mr. Muraguri**, this Court’s Ruling delivered on 15/12/2025, whereof the same alleged “special” bank accounts were excluded has neither been reviewed or set side, and therefore remains a valid decision of this Court. To this extent, I am not therefore persuaded that there exists any justifiable ground for this Court to depart from its earlier decision to exclude the “special” accounts from Garnishee attachment. Having already found in the earlier Ruling that the excluded accounts were opened for specific purposes such as for research and for student scholarships, good order dictates that I uphold that decision, as I so do.
26. Separately, as I did in the earlier Ruling, I will also, again, exclude those bank accounts described by the respective Garnishees as non-existent or long closed since this disclosure has not been controverted.
27. **Mr. Havi** has correctly pointed out that regarding the allegation by the 1<sup>st</sup> Garnishee (**National Bank Kenya Limited**) and the Defendant that 4 out of the 36 bank accounts cited as operated at the 1<sup>st</sup> Garnishee, were opened for the special purpose of research, no donor agreements were presented to the Court to support that contention, as only a letter from the Defendant to the 1<sup>st</sup> Garnishee has been relied on. It is also true that only 1 out of 4 accounts was excluded in my earlier Ruling delivered on 15/12/2025. However, in the absence of any

contrary or controverting evidence, I have no reason to disbelieve the Defendant and the 1<sup>st</sup> Garnishee. I also consider that the letter was written way back in September 2024, long before any Garnishee proceedings had been commenced herein. There is therefore no suspicion that the letter could have been “manufactured” for the purposes of avoiding the Garnishee orders. On a balance of probabilities, I believe the Defendant and the 1<sup>st</sup> Garnishee on that allegation. I will therefore exclude all the 4 accounts cited as held at the 1<sup>st</sup> Garnishee.

28. The above finding also applies to the similar allegation by the 3<sup>rd</sup> Garnishee (**Kenya Commercial Bank Kenya Limited**) that 4 out of the 11 accounts cited by the Plaintiff were opened specifically for research purposes. Although this allegation, too, is only supported by a letter from the Defendant, for similar reasons as above, I have no reason to disbelieve it.

29. As regards the 5<sup>th</sup> Garnishee (**Access Bank Ltd**), although a similar allegation was made that the funds held in the accounts operated therein by the Defendant were also opened specifically for purpose of research activities, no supporting evidence whatsoever was produced to support that allegation, not even a letter from the Defendant. For this reason, and although the account numbers cited by the Plaintiff have been said to be wrong, I am not satisfied that the correctness or truthfulness of the allegation has been demonstrated. For the accounts held at the 5<sup>th</sup> Garnishee therefore, I will not exclude any account from the garnishee order.

30. The 3<sup>rd</sup> Garnishee (**KCB Bank Kenya Limited**) has also submitted that the Defendant owes it, in unremitted loan deductions/repayments for its staff, a total sum of Kshs 859,464,436.30, which the 3<sup>rd</sup> Garnishee wishes to offset from the funds held in 6 accounts operated by the 3<sup>rd</sup> Garnishee, which 6 accounts have also been targeted by the Plaintiff in the instant Application. As this allegation by the 3<sup>rd</sup> Garnishee has not been challenged or controverted, I will, as I did in the earlier Ruling, also, again, exclude those 6 accounts from the Garnishee orders since it has also been indicated that the amount owed to the 3<sup>rd</sup> Garnishee as aforesaid is much more than the aggregate amount held in the said accounts, which allegation has also not been challenged or controverted.

31. As for two bank accounts held at the 4<sup>th</sup> Garnishee (**Standard Chartered Bank Limited**), and which were also earlier excluded in my said earlier Ruling on the basis that the accounts were subject to a **Kenya Revenue Authority (KRA)** Agency Notice demanding payment of monies therefrom, the 4<sup>th</sup> Garnishee has not now pursued that line of argument, which thus

indicates that the Agency Notice has perhaps now been lifted. Those two accounts will therefore no longer be excluded.

### **Final Orders**

32. In the end, I allow the Plaintiff's Application dated 4/02/2026, but only to the following extent:

- i) An order of Garnishee **absolute** is hereby issued attaching the Bank Accounts listed at paragraphs 2, 3, 4, 5, 6, 7 and 8 of the Plaintiff's Notice of Motion dated 4/02/2026 **save for the respective bank accounts expressly excluded and/or exempted hereinbelow**. The Plaintiff shall therefore be paid the interest accrued on the judgment amount as certified by the Court, or any part thereof that is available in the subject bank accounts, from any of the said respective bank accounts, **save the respective bank accounts expressly excluded and/or exempted hereinbelow**. Upon receipt of the payments, the Garnishee Order absolute shall stand discharged and/or vacated.
- ii) Regarding the bank accounts exempted or excluded, the following bank accounts stated to be held and/or operated by the Defendant at the stated respective Garnishee banks, are so exempted or excluded from any Garnishee orders issued herein:
  - a) Bank account numbers **1021027999200, 1021028784800, 3021028784800, and 2020062982100**, listed at prayer 2 of the Application, and said to be held at the 1<sup>st</sup> Garnishee (**National Bank of Kenya Limited**), there being no evidence to controvert the allegation that the accounts were opened by the Defendant specifically for research activities, in accordance with terms of the subject donor Agreements, and funds therein restricted to research only, and not for any other university purpose.
  - b) Bank account numbers **1129046897100, 1129046897300, 1134517252500, 1128046350701 and 1128046350700** listed at prayer 3 of the Application, and said to be held at the 2<sup>nd</sup> Garnishee Bank (**Co-operative Bank Limited**), there being no challenge to the 2<sup>nd</sup> Garnishee's statement that these 5 accounts do not belong to the Defendant.
  - c) All the bank accounts listed at prayer 4 of the Application, and said to be held at the 3<sup>rd</sup> Garnishee (**KCB Bank Kenya Limited**), there being no evidence to controvert the allegation that 1 does not exist, 4 were operated and restricted

solely for purposes of research activities in accordance with terms of the subject donor Agreements, and that the remaining 6 accounts hold funds that are in aggregate, less than the outstanding loan owed by the Defendant to the 3<sup>rd</sup> Garnishee in unremitted loan deductions/repayments for its staff, and which the 3<sup>rd</sup> Garnishee wishes to offset therefrom.

- iii) For purposes of the Bank Accounts held at the 5<sup>th</sup> Garnishee (**Access Bank Limited**) but some said to be wrongly described at prayer 6 of the Application, insofar as the 5<sup>th</sup> Garnishee has now disclosed and/or revealed the correct account details, the correct bank accounts, as clarified by the 5<sup>th</sup> Garnishee, to be subjected to the Garnishee order absolute above, shall be the following:

<b>ID 69151</b>	<b>KES</b>	<b>Account No. 0030100000356</b>
<b>ID 69151</b>	<b>EUR</b>	<b>Account No. 0030110000015</b>
<b>ID 69080</b>	<b>KES</b>	<b>Account No. 0030100000562</b>
<b>ID 69080</b>	<b>EUR</b>	<b>Account No. 0030110000011</b>

- iv) For purposes of the bank accounts held at the 6<sup>th</sup> Garnishee (**Equity Bank of Kenya Limited**) listed at prayer 7 of the Application, insofar as clearly only some digits were omitted therefrom, the correct Bank Accounts, as clarified by the 6<sup>th</sup> Garnishee, to be subjected to the Garnishee order absolute above, shall be the bank accounts numbers **0300291768839** and **0300291768844**.
- v) For purposes of the bank accounts alleged to be held at the 7<sup>th</sup> Garnishee (**ABSA Bank Kenya Plc**), listed at prayer 8 of the Application, there being no evidence controverting the 7<sup>th</sup> Garnishee's contention that 2 are not held at the 7<sup>th</sup> Garnishee, the bank accounts to be subjected to the Garnishee order absolute above, shall be the bank accounts numbers **0031253799**, **0031083478** and **0031065674**.
- vi) The Defendant shall bear the Plaintiff's costs of the Application.
- vii) Each of the Garnishees is awarded costs assessed at Kshs 45,000/- (each) to be paid out of any of the bank accounts held or operated by the Defendant at such Garnishee bank, save those expressly exempted above.

**DELIVERED, DATED AND SIGNED AT NAIROBI THIS 16<sup>TH</sup> DAY OF APRIL 2026**

.....

**WANANDA JOHN R. ANURO  
JUDGE**

**Delivered in the presence of:**

**Mr. Havi for the Plaintiff-Decree Holder**

**Mr. Kigen for the Defendant- Judgment Debtor**

**Mr. Mikwa h/b for Gitonga, also for the Defendant- Judgment Debtor**

**Ms. Omalla for the 1<sup>st</sup> and 3<sup>rd</sup> Garnishee**

**Mr. Maiyo for the 2<sup>nd</sup> Garnishee**

**Mr. Muriithi for the 4<sup>th</sup> Garnishee**

**Ms. Nyambura for the 5<sup>th</sup> Garnishee**

**Mr. Kobia h/b for Mr. Kionga for the Objectors**

**Court Assistant: Brian Kimathi**