

**REPUBLIC OF KENYA**  
**HIGH COURT OF KENYA AT NAIROBI**  
**JUDICIAL REVIEW NO. E196 OF 2024**

**SPENOMATIC KENYA LIMITED.....**  
**APPLICANT**

**VERSUS**

**CPA MOHAMED OSMAN ADAN**  
**GENERAL MANAGER/CEO**

**THE EAST AFRICAN PORTLAND PLC.....1<sup>ST</sup>**  
**RESPONDENT**

**EAST AFRICAN PORTLAND CEMENT.....2<sup>ND</sup> RESPONDENT**

**RULING**

1. This matter was first placed before me on 9<sup>th</sup> April 2026, upon my transfer to the Judicial Review Division, Milimani. Various contentious representations were made to me by the Advocates appearing for the parties, and, as I was unfamiliar with what had transpired prior, I opted to first of all adjourn the matter, to enable me peruse the file, to acquaint myself with it, before I give directions. I reserved it for 17<sup>th</sup> April 2026.
2. I have had occasion to peruse the record. I note that a judgement was delivered on 7<sup>th</sup> May 2025, where it was ordered that a letter of notification of award be issued to the applicant, by the respondents, who were directed to complete the procurement process.
3. Contempt of court proceedings were initiated against the 1<sup>st</sup> respondent, and a ruling was delivered on 15<sup>th</sup> December 2025. The 1<sup>st</sup> respondent was found to have had deliberately disobeyed the orders made in the judgement of 7<sup>th</sup> May 2025. He was found guilty of contempt of court, and accordingly convicted. The matter was then set down for 3<sup>rd</sup> February 2026, when he was expected to appear in court, with his Advocate, for mitigation and sentence.
4. The matter was put off, when it came up on 3<sup>rd</sup> February 2026, on account of unavailability of the 1<sup>st</sup> respondent, and was adjourned to 9<sup>th</sup> March 2026. Come 9<sup>th</sup> March 2026, it transpired that there were efforts to purge the contempt, for the contract documents had been issued to the applicant, by the respondents, but the applicant was required to obtain a performance bond, issued by a bank registered

in Kenya. On account of that, the contempt proceedings were suspended, until the contract was entered into, and the applicant was directed to obtain the performance bond, issued by a Kenyan bank. The matter was reserved for mention on 17<sup>th</sup> March 2026.

5. On 17<sup>th</sup> March 2026, the applicant asked for 7 days to have the performance bond processed. The matter was put off to 9<sup>th</sup> April 2026. That was the date when it was first placed before me. On 9<sup>th</sup> April 2026, the applicant did not disclose whether the performance bond had been issued. Instead, he stated that the respondents were adding more conditions.
6. The matter is straightforward. A performance bond was supposed to be obtained by the applicant. That would be a standard requirement in contracts of this kind. All what was supposed to happen, on 9<sup>th</sup> April 2026, was to get confirmation from the applicant as to whether that bond had been obtained.
7. The directions that I make are that the mitigation and sentencing of the 1<sup>st</sup> respondent remains suspended, pending compliance with what was directed on 9<sup>th</sup> March 2026. This matter shall be mentioned on 27<sup>th</sup> April 2026. In the meantime, let the parties meet and resolve the outstanding issues. It is so ordered.

**DELIVERED VIA EMAIL, DATED AND SIGNED IN CHAMBERS, AT  
MILIMANI, NAIROBI, THIS 17<sup>TH</sup> DAY OF APRIL 2026.**

**W MUSYOKA  
JUDGE**

**Mr. Abdirahman, Court Assistant.**

**Advocates**

**Mr. Mwaura, instructed by Karuru Mwaura & Company, the Advocates for the applicant.**

**Mr. Anjichi, instructed by C&O Advocates LLP, the Advocate for the respondents.**