

**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA**

**AT VOI**

**MISC. CIVIL APPLICATION NO. E030 OF 2024**

**WAMBUA KILONZO & CO. ADVOCATES...APPLICANT/DECREE  
HOLDER**

**=VERSUS=**

**TRIDENT**

**INSURANCE**

**CO.**

**LTD.....RESPONDENT/JUDGMENT DEBTOR**

**RULING**

1. The Applicant, Mr. Kilonzo filed a Garnishee application dated 23rd April 2025 and the court issued an order nisi against the Garnishee.
2. The Applicant is now seeking release of the funds.
3. The Garnishee has objected to release of the funds on the basis that the Judgment Debtor Trident Insurance Company has now been placed under statutory management by notice dated 10<sup>th</sup> March 2026.
4. The Applicant insists that the money had already been attached vide the decree nisi and the same should be made absolute and the funds released to the Applicant.

5. Upon considering the respective arguments by the Applicant, Mr. Kilonzo, and the objection raised by the Garnishee, this court finds that the sole issue for determination is whether the Garnishee order nisi obtained against the Garnishee on 30th April 2025 should be made absolute, or whether the subsequent placement of the Judgment Debtor, Trident Insurance Company Limited, under statutory management on 10th March 2026 serves as an absolute bar to the release of the attached funds.
6. The Applicant argued that the attachment of the debt was perfected upon the issuance and service of the order nisi, which occurred prior to the declaration of the moratorium, and that therefore the statutory management cannot retroactively defeat his crystallized right over the funds.
7. In contrast, the Garnishee contends that the statutory management and the accompanying moratorium impose a blanket prohibition on all payments by or from the Judgment Debtor, which overrides any ongoing execution process, including the instant garnishee proceedings.
8. To resolve this dispute, this court must look to established Kenyan jurisprudence, which provides clear and binding

guidance on the effect of a moratorium on pre-existing garnishee orders.

9. I find that while a moratorium freezes the state of affairs as at the date it is declared, it does not operate to undo legal processes that have already crystallised into a vested right in favour of a creditor.
10. The court notes that the Applicant's garnishee application was dated and filed on 2<sup>nd</sup> April 2025, and the court issued the order nisi on 24<sup>th</sup> April 2024.
11. This order was duly served upon the Garnishee, thereby attaching the debt owed by the Garnishee to the Judgment Debtor.
12. All of these events occurred nearly a full year before the Judgment Debtor, Trident Insurance Company Limited, was placed under statutory management on 10<sup>th</sup> March 2026.
13. Consequently, at the moment the moratorium took effect, the Applicant was no longer merely a general unsecured creditor pursuing a speculative remedy.
14. He was a specific creditor with a legal charge on a particular debt held by a third party.

15. The attachment under the order nisi had already attached the funds, and the Garnishee was already under a legal obligation to retain those funds pending the making of the order absolute.
16. The subsequent statutory management cannot, as a matter of law, strip away this accrued right.
17. The Garnishee's objection is therefore founded on a misunderstanding of the law, as it seeks to apply the moratorium retrospectively, which is explicitly forbidden.
18. While this court is aware of the practical realities and statutory framework surrounding the statutory management of insurance companies under the Insurance Act (Cap 487), including the role of the Policyholders Compensation Fund as noted in recent public notices concerning Trident Insurance, those provisions do not oust the clear legal principles governing garnishee proceedings.
19. The compensation framework for policyholders is a parallel statutory mechanism, but it does not serve to nullify valid court orders for the payment of debts that were legally attached prior to the commencement of statutory management.

20. The proper recourse for the Garnishee or the Statutory Manager, if they were dissatisfied, was to challenge the garnishee proceedings in the court that issued them, and such a challenge cannot succeed where the order nisi predates the moratorium.

21. Accordingly, this court finds no merit in the Garnishee's objection. The funds in question were validly attached by the order nisi issued on 30th April 2025, and the subsequent statutory management of Trident Insurance Company Limited on 10th March 2026 does not and cannot operate to defeat the Applicant's right to have that order confirmed and the funds released.

22. Consequently, the Garnishee order nisi issued herein is hereby made absolute.

23. The Garnishee is ordered to release the attached funds to the Applicant, Wambua Kilonzo & Co. Advocates, in satisfaction of the decree, within fourteen (14) days of the date of this ruling.

24. The order to abide in Voi HCCMSC NO. E031 and E035 of 2024 involving the same parties.

25. Each party to bear its own costs of the application.

**Dated, signed and delivered this 29<sup>th</sup> day of April 2026 in open court at Voi High Court.**

**ASENATH ONGERI  
JUDGE**

**In the presence of:-**

**Court Assistant: Millicent/Eghwa**

.....for the Applicant/Decree  
**Holder**

.....for the  
**Respondent/Judgement Debtor**