REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT NAIROBI

MILIMANI LAW COURTS

COMMERCIAL AND TAX DIVISION

COMM CASE NO. E407 OF 2022

BETWEEN

PETER NTHEI MUOKI.....1ST PLAINTIFF

BELUGA LIMITED.....2ND PLAINTIFF

AND

SAFARICOM PLC.....DEFENDANT

AND

HUAWEI TECHNOLOGIES (KENYA) COMPANY LIMITED .....INTERESTED PARTY

JUDGMENT

INTRODUCTION AND BACKGROUND

1. By an Amended Plaint dated 14th December 2022, the Plaintiffs sued the Defendant ("Safaricom") for alleged copyright infringement, claiming that Safaricom stole their idea for a mobile wallet sub-account for teenagers dubbed "M-TEEN MOBILE WALLET USSD CODE" ("Peter's Product") and that Safaricom launched a strikingly similar product called "Manage Child Account"/"Manage Junior Account" under USSD code *334# ("Safaricom's Product").

2. The Plaintiffs aver that in October 2020, Peter, funded by the 2nd Plaintiff developed Peter's Product which targeted teenagers aged between 13 and 17 years and young adults aged between 18 and 24 years to enable parental control over their spending. Peter's Product was registered with the Kenya Copyright Board, and he holds a Copyright Certificate. The Plaintiffs contend that on 13th March 2021, Peter approached Safaricom's executive, Ms. Sylvia Mulinge with the idea but that there was no response from her and that between March and June 2021, he shared detailed insights with Mr. Sitoyo Lopokoiyot, then the Chief Operating Officer of Safaricom and later CEO of *M-PESA Africa*. Mr. Lopokoiyot initially said Peter's Product was not implementable because teenagers

between the age of 13 and 17 lack National ID cards and would need Central Bank of Kenya("CBK") approval.

3. The Plaintiffs claim that they met Mr. Lopokoiyot on 22nd June 2021 where he claimed Safaricom had been thinking of a similar product and offered to link the Plaintiffs to a microfinance bank. The Plaintiffs believe this was a pretext as they accuse Safaricom of deciding to copy Peter's Product and claim it as its own and that they were shocked to see Safaricom officers test-running the Safaricom Product. The Plaintiffs allege that Safaricom's Product bears an uncanny resemblance and functionality to Peter's Product and that as per Safaricom's letter dated 22nd November 2022, it claimed the idea was not novel or original, stating that it had contracted the Interested Party ("Huawei") in 2020 to propose a "Parent Child Control" solution for Safaricom's *M-PESA*. The Plaintiffs contend this only shows Safaricom was developing a copy after receiving their insights.

4. The Plaintiffs claim irreparable financial loss and they have valued Peter's Product at Kshs. 17.9 Billion in a worst-case scenario and Peter also alleges mental and emotional torture from losing his

Product to a "rogue corporate entity." The Plaintiffs argue that Safaricom's actions violate the ***Copyright Act (Chapter 130 of the Laws of Kenya)*** and the ***Constitution*** by using, altering, and embodying Peter's Product without permission, failing to identify him as the author thus infringing on his moral rights and reproducing and using the copyrighted work for commercial gain. As such, they pray for a declaration that Peter is the copyright owner of his Product "M-TEEN MOBILE WALLET USSD CODE", a permanent injunction restraining Safaricom and its agents from copying, reproducing, or rolling out its Product, an account of profits derived by Safaricom from the infringement and payment of royalty and licensing fees. In the alternative, they claim damages as a result of Safaricom rolling out the functionality.

5. Safaricom responded to the suit through its Amended Defence dated 21st December 2022. It denied infringing the Plaintiffs' copyright and argued that its Parent-Child control functionality for *M-PESA* was conceived before the Plaintiffs approached Safaricom, and that copyright law does not protect ideas or functionalities; only the specific literary expression. It avers that in or about 2020, before the Plaintiffs' March–June 2021 approach, Safaricom initiated

a Parent-Child control system for *M-PESA* and that it received a proposal from Huawei in 2020 outlining features such as registering/deregistering a child, opting in/out of services for a child and limiting spending per day/week/month

6. Safaricom claims that it has been developing this system since 2020 and launched it on 26th November 2022 and reiterates that Peter's copyright registration covers only the literary work, not the underlying idea, innovation, or functionality. That it is trite law that copyright does not extend to ideas, methods, or processes and others are free to implement the same idea independently. It claims that similar parent-child control functionalities already exist in banking institutions, allowing customers to link minors' accounts and set limits and therefore, the Plaintiffs' idea is not new, unique or original. Safaricom denies that its "Manage Child Account" Product bears any uncanny resemblance to Peter's Product and that it has not altered, copied, reproduced, or embodied the Plaintiffs' work on its Product. That Safaricom's Product is not a paid service and is not intended to generate revenue but it is simply an added feature to the existing *M-PESA*. It states that the fact that

third parties can interact with *M-PESA* does not create any legal obligation between Safaricom and such third parties.

7. Safaricom denies causing any financial loss or loss of business opportunity and that any alleged mental/emotional torture results from the Plaintiffs' mistaken belief that copyright protects an idea. For these reasons, Safaricom urges that the Plaintiffs' suit be dismissed with costs.

8. On its part, Huawei denies any involvement in or knowledge of Peter's Product and states that Safaricom engaged it to develop a Parent-Child Control functionality for *M-PESA* beginning in September 2020 which was approximately six months before Peter claims to have pitched his idea to Safaricom. Huawei asserts that it developed Safaricom's Product independently using its own proprietary knowledge, without any reference to or reliance on the Plaintiffs' insights. It gives a timeline that on 3rd September 2020, Safaricom invited Huawei to an online meeting to discuss adding a Parent-Child Control function to *M-PESA*. That on 17th September 2020, there was a follow-up meeting to further the discussions and on 22nd September 2020, Huawei provided

Safaricom with a full written proposal including a Functional Requirements Specification (FRS) for the Parent-Child Control functionality. Huawei asserts that its proposal was submitted 6 months before Peter claims to have pitched his idea to Safaricom and that upon approval of the proposal, Huawei developed the Safaricom's Product solely using its own proprietary knowledge and collaboration with its headquarters in China.

9. Huawei states that it did not rely on any external sources, including the insights allegedly shared by Peter and that it was not aware of Peter's pitch at the time of development. It asserts that Huawei's instructions from Safaricom came much earlier in 2020, the development was completed without reference to the Plaintiffs and that Peter's alleged insights were never shown to Huawei. It contends that the intellectual property in Safaricom's Product was conceptualized and developed without any reference to Peter and that the same was solely conceptualized, developed, and owned by Huawei and that since its work predates the Plaintiffs' alleged pitch and was independently created, there can be no copyright infringement by Huawei. As such, Huawei urges the court to dismiss the case against Safaricom.

10. When the matter was set down for hearing, the Peter testified on behalf of the

    Plaintiffs(PW 1) relying on his witness statements dated 14th October 2022 and 14th December 2022 and producing the List and Bundle of Documents dated 14th October 2022(PExhibit 1-9), the Further List and Bundle of Documents dated 14th December 2022 (PExhibit 10-11) and the 2nd Further List and Bundle of Documents dated 27th November 2023 (PExhibit 12 -13). The Plaintiffs also called JEFF STANFORD MOMANYI, a Software Engineer, as their witness (PW 2) and he relied on his witness statement dated 2nd May 2024. Also summoned to testify was JUANITA CAROLINE OMWANGA, the Deputy Director Banking and Payment Department at CBK (PW 3). She produced the certified copies of the original letters dated 9th June 2021 and 28th March 2022 sent by CBK to Safaricom and the Formal Product Proposal submitted by Safaricom to CBK on 20th January 2021 by way of email.

11. On its part, Safaricom presented its Senior Legal Counsel, ISAAC KIBERE (DW 1) who relied on his witness statements dated 26th June 2023 and 2nd May 2024. He also produced Safaricom's List and

Bundle of Documents dated 26th June 2023(DExhibit 1), Further List and Bundle of Documents dated 3rd October 2023(DExhibit 2) and Further Supplementary List and Bundle of Documents dated 2nd May 2025 (DExhibit 3). Huawei presented its Legal Counsel, AMIDA NASIMIYU as its witness and she relied on her statement dated 17th October 2023 and produced Huawei's evidence which included email correspondences dated 3rd September 2020 (IP Exhibit 1) and 17th September 2020(IP Exhibit 2) and FRS Proposal submitted to Safaricom dated 21st September 2020 (IP Exhibit 3)

12. After the hearing, the parties filed written submissions that their respective counsel highlighted before court. As the submissions are reflective of the parties' positions I have summarized, I will not rehash the same but I will make relevant references in my analysis and determination below.

Analysis and Determination

13. As this are civil proceedings, I am cognizant that the standard of proof is that of a "balance of probabilities." This means that the Court will assess the oral, documentary and real evidence advanced by each party and decide which case is more probable.

To put it another way, on the evidence, which occurrence of the event was more likely to happen than not (see **Mumbi M'Nabea v David M.Wachira [2016] KECA 773 (KLR)]. Section 107(1)** of the ***Evidence Act(Chapter 80 of the Laws of Kenya*** provides as follows:

> *"Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist."*

14. The above provision provides for the legal burden of proof. However, **section 109** of the same ***Act*** provides for the evidentiary burden of proof and states as follows:-

> *"The burden of proof as to any particular fact lies on the person who wishes the court to believe in its existence, unless it is provided by any law that the proof of that fact shall lie on any particular person."*

15. This position was re-affirmed by the Court of Appeal in **Maria Ciabaitaru M'mairanyi & Others v Blue Shield Insurance Company Limited -Civil Appeal No. 101 of 2000 [2005] 1 EA 280** where it was held that:

"Whereas under section 107 of the Evidence Act, (which deals with the evidentiary burden of proof), the burden of proof lies upon the party who invokes the aid of the law and substantially asserts the affirmative of the issue, section 109 of the same Act recognises that the burden of proof as to any particular fact may be cast on the person who wishes the Court to believe in its existence."

16. In this case, the burden is on the Plaintiffs is to prove that Safaricom infringed on their copyrights and that they suffered loss as a result of the infringement. This court, in **Simon Otieno Omondi v Safaricom (K) Limited [2020] KEHC 10062 (KLR)** held that copyright is legal protection for an author/creator which restricts the copying of an original work they have created, the key word being "original". It is also not in contention that Peter's Product constitutes literary work entitled to copyright protection under the ***Copyright Act*** and I am in agreement with the Plaintiffs' submission that under **section 22** of the ***Act***, lack of registration does not negate copyright protection but in any event, the existence of Certificate of Registration provides *prima facie* evidence of ownership of the protected work.

The Plaintiffs produced a Certificate of Registration (PExhibit 1) which confirms the subsistence of the copyright work in question. Peter's Product was fixed in a tangible medium through detailed written documentation (PExhibit 6) and it is therefore my finding that the Product and its detailed documentation constitute a literary work protected under the ***Act***

17. On the originality of expression, the Plaintiffs submit that while parental control concepts are not novel, their specific design is original and they submit that originality requires the work to originate from the author rather than being a copy of another. They submit that it does not require the underlying idea to be new and they assert that the unique structure, sequence, and menu options were developed through their own independent effort and skill. The Plaintiffs submit that they are not copyrighting the general idea of a parental control wallet, but rather the specific, prescriptive expression of that idea through detailed USSD flow patterns and system responses.
18. On its part, Safaricom submits that Copyright protects the expression of ideas, not the ideas, concepts, or functionalities themselves. Safaricom asserts that "Parent-Child" control is a

common functional concept used widely in banking and software architecture and that in the context of software, the expression is manifested through source code. Safaricom contends that USSD menu flows, user interactions, and codes like *544# are functionalities and are not copyrightable. It further notes that the Plaintiffs' Certificate of Registration covers the title "*M-Teen Mobile Wallet USSD Code*" as a literary work, but does not indicate that any specific software or source code is protected.

19. As stated, this court will make a conclusion based on whose version of a story is more probable. Both Peter and Huawei claimed that they presented proposals to Safaricom for the parental control functionality. Huawei stated that it presented its proposal sometime in September 2020 whereas Peter presented their pitch between March and June 2021. The Plaintiffs, through Peter and PW 2 gave a clear chronological account of how their product was initiated and developed. He stated that he began developing his Product in October 2019 and this is supported by the Extract of the M-teen Source Code Repository History (PEXhibit 13), which, although not a full code dump, provides a contemporaneous record of the Product's initiation. In February 2021, the Plaintiffs formalized

their internal arrangement (PExhibit 9) agreeing that intellectual property rights would belong to the 2nd Plaintiff while the Product would be registered in Peter's name.

20. On its part, Safaricom stated that the development of its product stemmed from a verbal request by the Governor of CBK who had raised concerns about minors accessing betting sites. Further, that Safaricom later on presented the initial concept to the Governor and DW 1 admitted that there was no evidence of these meetings between Safaricom and CBK or the Governor himself. First, I find it unbelievable that a telecom giant like Safaricom, would handle major product changes based on casual verbal requests without any official records and that a public institution such as CBK would fail to have an official circular or meeting minutes of such engagements. Second, it is not the duty of the CBK Governor to advise Safaricom on product features or any other entity for that matter. It is trite that the CBK's official role setout in Central Bank Act is to regulate and supervise, not to consult on product design for a private company. The suggestion that the Governor personally requested this specific functionality strains credulity.

21. I also noted that PW 3 was dodgy in the manner of her answering questions and

that it took the court to threaten her with arrest before honoring summons to appear as a witness. This dodgy demeanor and contempt of court threat regarding PW 3 suggests the witness was uncomfortable and indicates that the testimony being given was not the full truth, specifically regarding whether the CBK truly "ordered" Safaricom to develop this product or its role in the process, if any.

22. I note that Safaricom's primary defence was that it engaged Huawei in 2020 to propose a "Parent Child Control" solution. However, it did not produce the correspondence to confirm the said instruction. Instead, the Defendant produced the Huawei proposal dated 21st September 2020 (DExhibit 1) and Huawei called DW2 to support this narrative. In his testimony, DW 1 admitted that Safaricom never produced the final FRS between itself and Huawei, nor could he tell when Huawei came up with the final product. In her testimony, DW2 confirmed that the said Proposal dated 21st September 2020 was indeed the final document. This court is entitled to draw an adverse inference from this admission and

contradiction and conclude that if at all there was a “final proposal” produced, it would confirm copying or that Safaricom lacked an independent, written design trail predating the Plaintiffs’ disclosure. Furthermore, DW2 conceded that there was no formal instruction or directive issued by Safaricom to Huawei to commence development. Again, I refuse to accept that a Project of such magnitude between two telecom giants can be initiated without formal instructions and the inevitable inference the court can draw is that the Huawei proposal was a belated attempt to create a paper trail to defeat the Plaintiffs' claim.

23. The Court of Appeal in ***Maria Ciabaitaru M'mairanyi & Others v Blue Shield Insurance Company Limited*** **[2005] 1 EA 280** reaffirmed that the burden of proof lies on the party who asserts the affirmative of the issue. In this case, Safaricom asserted independent creation but having failed to produce credible documentary evidence to support that assertion, it has not discharged its evidentiary burden. As submitted by the Plaintiffs, under **section 35** of the ***Act***, infringement occurs when a person does, without license, an act controlled by the copyright. Therefore, to prove infringement, a plaintiff must establish two things; one,

that the defendant had access to the copyrighted work and two, that there is substantial similarity between the copyrighted work and the defendant's product, such that copying can be inferred (see **Franz Frederichs v Kenya Medical Supplies Agency [2019] KEHC 5744 (KLR)]**

24. From the evidence, what comes out is that the Plaintiffs shared their idea with Safaricom through meetings between Peter with Mr. Lopokoiyot in June 2021. Safaricom did not deny that Mr. Lopokoiyot was its employee and it did not present him as a witness to deny the meeting. Soon after, Safaricom did a test-run of its Product and launched it and it would appear that Safaricom's product launch was accelerated only after these meetings. The temporal proximity of disclosure in March-June 2021, followed by Safaricom's test run and eventual launch in November 2022 is highly suggestive and indicative of a pattern in intellectual property disputes where an innovator shares an idea, the large corporation initially rejects it, and then, months later, launches a strikingly similar product. The Plaintiff's documentation (PExhibit 6) sets out detailed USSD menu flows, options, and system responses. As stated, this information was not a mere idea but a specific,

detailed expression of that idea. Safaricom's Product follows the same structural logic of parental control, spending limits, beneficiary management, pull-back of funds, and spend tracking via USSD menus.

25. The Plaintiffs' work and Product go far beyond the "idea" of parental control. It provides the details of the specific USSD menu tree, the sequence of operations, the types of restrictions, and the reporting mechanisms and I find that Safaricom's Product reproduces those details. Safaricom have argued that the Plaintiffs are attempting to monopolize an idea. I disagree. The Plaintiffs do not claim exclusivity over the concept of parental control but claim exclusivity over their specific expression of that concept in a detailed USSD code and menu structure. That is precisely what copyright law protects.

26. Whereas I can agree that the idea for a youth/teen mobile wallet is a common, unprotectable idea within the industry and that similar products can be created around the same concept, in this case, I can draw an inference that Safaricom generated and initiated its product after obtaining the idea and its expression from the Plaintiffs and what they did was implement the idea with a different

programmer. Indeed, as submitted by the parties, this court (Dr. Mugambi J.,) in **Solut Technology Limited v Safaricom Limited [2024] KEHC 11002 (KLR)** held as follows:

20. It is a well-known principle of copyright law that copyright infringement revolves around the fundamental distinction between ideas and their expression. Copyright law protects the expression of ideas, not the ideas themselves. The reason for this is that copyright aims to foster creativity by allowing others to build upon existing ideas. If ideas were protected under copyright, it would stifle creativity and innovation, as others would be prevented from using or expanding upon those ideas to create new works.

21. This fundamental principle of copyright law was affirmed in Jack J. Khanjira & another v Safaricom PLC, HCCC No. 231 of 2011, where the Court held:

" Copyright law is only intended to protect the expression of ideas, not the ideas themselves. An idea can be expressed and implemented in various ways, resulting in different copyrights coexisting on the same idea without any infringement."

27. In summary, I find that the Plaintiffs have established ownership. The Certificate of Registration from KECOBO (PExhibit 1) is prima facie evidence of ownership of Peter's Product as a literary work. The Plaintiffs have also established originality as it was not substantially challenged that Peter's Product and work originated from his skill and labour. I am persuaded by the decision cited by the Plaintiffs in **University of London Press Ltd v University Tutorial Press [1916] 2 Ch. 601** that originality does not mean novelty. It means the work was not copied from another and originated from the author.

28. It is my further finding that the Plaintiffs have established access as the disclosure to Safaricom's employee Mr. Lopokoiyot between March and June 2021 is uncontroverted. Most critically, the Plaintiffs have also established copying. In the absence of direct evidence, which is rarely available in copyright cases, copying is proved by showing access plus striking similarities, and by demolishing the defendant's explanation of independent origin. I adopt the approach of the House of Lords in **Designers' Guild Ltd V Russel Williams (Textiles) Ltd (2001) 1 All ER 700**, cited by the Plaintiffs in their submissions and Safaricom in **Dedan Maina**

Warui & another v Safaricom Limited [2014] KEHC 2948 (KLR) that where similarities are sufficient to justify an inference of copying, and the defendant's evidence of independent provenance is rejected, the finding of copying necessarily implies that a substantial part of the copyright work has been taken.

29. In this case, I have rejected Safaricom's explanations of a CBK verbal request and Huawei proposal for lack of credible documentary evidence. Safaricom has failed to produce the final FRS with Huawei and the timing of its acceleration to launch its Product after the Plaintiffs' disclosure is highly probative. Therefore an adverse inference is drawn against Safaricom and I therefore hold that it has infringed the Plaintiffs' copyright in the "M-TEEN MOBILE WALLET USSD CODE" by developing and launching "Manage Child Account"/"M-PESA Go" under USSD code *334# without a license from the Plaintiffs.

Reliefs sought by the Plaintiffs

30. Having found that Safaricom has infringed on the Plaintiffs' copyright, the next

issue for determination is what would be the appropriate reliefs as a result and as sought in their amended Plaint. Prayer (a) is granted as the Plaintiffs have already proved infringement. However, granting a permanent injunction as sought in prayer (b) against Safaricom's Product would be counterproductive and contrary to public interest. Millions of Kenyans, including parents and minors, now rely on this functionality and a shutdown would cause disproportionate disruption. I therefore decline to grant this prayer. Prayer (c) seeks an account of all gains, profits, and advantages derived by Safaricom from the infringement. In his testimony, DW 1 stated that Safaricom does not derive any direct profit or revenue from the Product and the Plaintiffs did not provide evidence to the contrary. Whereas I would agree with Safaricom's submission that there is no equity to compel someone who has not made profit to account for a profit which he has not made, it is common knowledge that M-PESA transaction fees generate revenue. Safaricom's Product, by facilitating transactions for millions of minors, contributes to the Defendant's overall revenue stream. In any event, since Safaricom stated that it does not maintain separate accounts for the Product, it will be difficult and futile to

order them to provide an account of all profits, gains, and advantages derived from the Product from the date of its launch to date. This prayer is therefore rejected.

31. The Plaintiffs have also sought as prayer (d), royalty and licensing fees under **section 35(4)(c)** of the ***Copyright Act*** which provides that the Plaintiffs can *"…be awarded an amount calculated on the basis of reasonable royalty which would have been payable by a licensee in respect of the work or type of work concerned".* The Plaintiffs have also sought damages as an alternative to the prayers above for Safaricom's rollout of their Product's functionality. Such relief is awardable as per **section 35(4)(a)** of the ***Act*** even if profits or royalties cannot be quantified. In the absence of an express license agreement between the parties and considering opportunity loss suffered by the Plaintiffs, the Court must determine reasonable damages and royalties to be paid. Safaricom did not seek a licence, they simply took it and the Plaintiffs were deprived of a negotiating opportunity. The Plaintiffs placed the financial feasibility of their Product at Kshs. 17.9 billion. I have also gone through Safaricom's own financial information over

the past 5 years which is publicly available and the same is as follows:

Item	**FY24**	**FY23**	**FY22**	**FY21**	**FY20**
M-PESA revenue	**140,006.7**	**117,192.2**	**107,691.8**	**82,647.4**	**84,438.0**
Service revenue	335,353.1	295,692.3	281,107.3	250,351.8	251,214.1
Total revenue	349,447.2	310,904.8	298,077.9	264,026.5	262,555.7
Profit before income tax	**84,687.4**	**88,345.2**	**102,213.4**	**93,635.5**	**105,773.0**

32. The court has examined the aforementioned publicly available financial information of Safaricom and notes that prior to the Plaintiffs' disclosure to Mr. Lopokoiyot between March and June

2021, M-PESA revenue stood at KShs 82.65 billion in the financial year 2021. Following that disclosure, and coinciding with Safaricom's development of its Product, M-PESA revenue rose to KShs 107.69 billion in the financial year 2022, a 30% increase. After the unlawful launch in November 2022, M-PESA revenue increased to KShs 117.19 billion in the financial year 2023 and then to KShs 140.01 billion in the financial year 2024 which was the largest single-year absolute increase in the five-year period. Considering these factors and adopting a conservative approach, the court finds that reasonable damages of 1% of Safaricom's M-PESA revenue for the financial year 2024, being the first full financial year during which Safaricom's product was operational, would be appropriate in the circumstances. 1% of KShs 140,006,700,000 is **Kshs 1,400,067,000.00** and judgment is hereby entered in that sum. I find that this sum is actually a negligible cost to Safaricom for using the Plaintiffs' copyrighted work as the total service revenue generated also demonstrates the enormous scale of Safaricom's business and the award is commercially reasonable and proportionate. Finally, Safaricom's reported profits proves ample financial capacity to pay the award without any hardship. The

argument by Safaricom that the Plaintiff should only receive nominal damages is untenable.

33. Further, as I have declined to grant a permanent injunction restraining Safaricom from using the Product due to the commercial reality of the Product's use, I find that a compulsory license is an available remedy for the infringement and Safaricom's continued use of the Product. Thus, I will award **0.5%** of future M-PESA revenues as ongoing royalty as opposed to a permanent injunction.

34. As I conclude, let me also comment by stating that this case is a cautionary tale

for innovators and corporations alike. For innovators, it demonstrates that even David can prevail against Goliath when the evidence is marshalled properly and the truth is on his side. For corporations, it is a reminder that good ideas do not only originate in boardrooms. When an unsolicited proposal is received and rejected, the corporation must ensure that subsequent internal developments are genuinely independent and can be documented as such. Safaricom's conduct in this matter of shifting explanations, failing to produce critical documents, and rolling out the product

during litigation falls short of the standards expected of a market leader.

Conclusion and Disposition

35. In the upshot, I now enter judgment for the Plaintiffs against the Defendant in the following terms:

1) **A declaration be and is hereby made that the Defendant's actions violate the 1st Plaintiff's rights under the Copyright Act and that the 1st Plaintiff is the copyright owner of the product "M-TEEN MOBILE WALLET USSD CODE" as embedded in the detailed insights sent to the Defendant through its current and former employees.**
2) **The Plaintiffs are awarded Kshs. 1,400,067,000.00 as general damages together with interest at court rates from the date of judgment until payment in full.**
3) **The Defendant shall pay to the Plaintiffs 0.5% of its gross M-PESA revenue for each financial year, commencing from the financial year ending 31st March 2025 and continuing for so long as the Defendant continues to operate the "Manage Child Account" or "M-PESA Go" product or any substantially similar parent-child control functionality.**
4) **The Plaintiffs are awarded costs of this suit.**

DATED SIGNED AND DELIVERED virtually at NAIROBI this

8th DAY of MAY 2026

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J.W.W. MONGARE
JUDGE

IN THE PRESENCE OF

1. Mr. Odoyo for the Plaintiffs.
2. Mr. Bett holding brief for Mrs. Opiyo for the Defendant.
3. Mr. Odongo for the Interested Party.
4. Amos - Court Assistant