



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT THIKA

ELC NO. 311 OF 2017

FRANCIS THAIRU.....1ST PLAINTIFF

NICHOLAS WAIYAKI.....2ND PLAINTIFF

VERSUS

KAREN W.THUMBI.....1ST DEFENDANT

MUHATIA PALA T/A NATHAN PALA AUCTIONEERS.....2ND DEFENDANT

GEORGE MBUTHIA THUMBI.....3RD DEFENDANT

PETER MUIGAI THUMBI.....4TH DEFENDANT

JUDGMENT

By an **Amended Plaintiff** dated 22nd May 2014, the Plaintiffs herein brought a suit against the Defendants for orders that;

- a) *An injunction restraining the 1st Defendant whether by herself, her servants or her agents, the 2nd Defendants and or any their agents from attaching, carrying away advertising and/or selling the items proclaimed by the 2nd defendant on 18th June 2012 or in any other way interfering with the Plaintiffs tenancy of Title No.Ruiru Town/70.*
- b) *An injunction restraining the 3rd or 4th Defendants whether by themselves, their servants or their agents M/S Tigwoods Auctioneers or any other agents from attaching, carrying away advertising and/or selling the items proclaimed by M/S Tigwoods auctioneers on 13th September 2013 or in another way interfering with the plaintiffs tenancy on title No.Ruiru Town/70.*
- c) *A declaration that there is no rent owing and the distress herein is illegal. Oppressive and unfounded and the intended sale of the proclaimed items would be null and void.*
- d) *General Damages.*
- e) *Exemplary Damages for continuous interruption with the plaintiff's tenancy.*
- f) *Costs of the suit.*

In their statement of claim, the Plaintiffs averred that they are tenants of the property known as **Ruiru Town/70**, which is owned and registered in the name of Eunice **Wanjiru Thumbi**. They averred that during the pendency of the suit, the 1st, 3rd and 4th Defendants in complete disregard of the Court Order issued on **4th December 2013**, mysteriously had the suit premises transferred to themselves and the 3rd and 4th Defendants have further taken upon themselves to levy distress for rents injuncted totaling to **Kshs.280,000/=** to defeat the Court Orders issued herein.

They alleged that on or about the **18th of February 2009**, the landlord authorized the Plaintiffs to undertake some renovations and upgrade to her property being the suit property on the understanding that costs incurred would be offset from rent that would in future arise. They further averred that they undertook the same and on her request, employed two of her relatives while duly posting and informing her and her other daughter **Esther Njeri Kagunda**, of the progress at each and every stage. They further averred that via a letter dated **16th November 2011**, the landlord acknowledged and appreciated the construction they undertook and after deliberations, she agreed that out of

Kshs.2,600,000/= utilized in construction the sum of **Kshs.600,000/=** was to be retained as rent deposit and the sum of **Kshs.2,000,000/=** to be offset from any rent arising and monthly rent agreed at **Kshs.25,000/=** offsettable as aforesaid.

They averred that the 1st Defendant however issued a Notice to terminate their tenancy, but they had since referred the matter to the business premises tribunal in **Case No.417 of 2012**. Further that on **18th June 2012**, the 2nd Defendant as an agent of the 1st Defendant proclaimed their goods and that constituted part of their tools of trade under the colours and disguise of distress for rent and the same day gave them **14 days' Notice** within which to pay the said amount with a default that the proclaimed goods would be sold by way of **Public Auction**. They therefore contended that the Defendants will proceed and sell the proclaimed goods and they stand to lose irreparably unless the Defendants and/or their agents are restrained by an order of Court.

The suit is contested and the 1st Defendant filed a **Statement of Defence** dated **23rd January 2013**, and denied all the allegations made in the **Plaint** and averred that she has a duly registered power of attorney to manage the suit premises. It was her contention that the purported renovations were to enable the Plaintiff carry out their business effectively and did not amount in any way to upgrading of the premises. She further averred that the Plaintiffs were liable to continue paying rent and continued to do so as there are receipts to that effect. She further alleged that the Plaintiffs employed workers of their own choice and denied that the Plaintiffs kept her informed of progress and denied that **Esther Kagunda** had authority over the suit property. It was her contention that the Plaintiffs are fully aware of their default and the distress is lawful She further averred that the Constitution of Kenya protects their right to property and there is no basis to issue the Orders sought as the Plaintiffs had attempted to steal a march on her mother who is old and frail.

The 3rd and 4th Defendants filed a statement of Defence dated **30th June 2011**.. and denied all the allegations made in the **Plaint**. It was their contention that they are the legally registered owners of the suit premises, hence they are legally the landlords and they have a right to demand rent from the Plaintiffs and also to terminate the tenancy. They further averred that the Plaintiffs have no legally registrable tenancy/lease agreement between them and the previous landlady, a fact that has been confirmed by their Advocate and the tenancy agreement exhibited in Court is a forgery and therefore null and void.

They denied that the transfer of the suit premises to them was tainted with fraud and forgery and urged the Court to dismiss the suit herein.

In their Reply to the 3rd and 4th Defendants statement of Defence, the Plaintiffs reiterated the contents on their **Amended Plaint** and averred that the Defendants had been enjoined from interfering with their tenancy pending the hearing of the suit. They further averred that the defence is a sham and discloses no reasonable defence and ought to be struck out.

After various Applications the suit was finally set down for hearing wherein the Plaintiff called two witnesses and the Defendants called one witness.

PLAINTIFFS CASE

PW1 - Francis Thairu, the 1st Plaintiff herein adopted his witness statement dated **8th December 2015** and further produced his lists of documents as exhibits. He acknowledged that the Defendants are his landlord having rented the suit premises which is situated in Ruiru. It was his testimony that the letters dated **18th February 2009** and the one dated **16th November 2011** are in relation to his relationship with his landlord. Further that their relationship began in **January 2006**, wherein the landlord was one **Eunice Wanjiru Thumbi**, the mother to the Defendants. He further testified that he had a small shop with a monthly rent of **Kshs.8,000/=**. The business expanded and he requested the landlady for more space. That the landlady was to construct another building which was to be used as a hotel. It was then that his partner and himself met with the children of the landlady and the said **Eunice** asked them to discuss how they would expand the business. The said Children were **George Mbuthia, Peter Mungai, Karren W. Thumbi, Hannah and Mworio**. In the said meeting, they discussed the scope of their work. He testified that **Eunice Wanjiru** wanted to construct the premises for them, but she did not have the funds. However they discussed and her children agreed that the Plaintiffs construct the premises and deduct the money as part of the rent with a condition that they employ, Eunice's Children at the construction site.

Further that after borrowing money from the bank, they commenced construction which construction costed **Kshs.2,639,458/=**. He testified that they then took all the receipts and the expenditure to the Defendants' family. He further testified that one **Esther Njeri**, a daughter in law to Eunice was in charge of the construction.

He told the Court that after construction, they met with the Defendants' family and agreed that they were to recover the expenditure from the rent. That they were to use the premises for 10 years without any payment and increment of rent. That the Defendants' family wrote a letter to them on the said agreement and they had the authority to construct and produced the original receipts for construction as exhibit. It was his evidence that the rent was **Kshs.25,000/=**, and that once they constructed the premises, they took photographs of the same.. He further testified that on the **28th of July 2016**, the Plaintiffs filed a document detailing the expenses which he produced it as exhibit.

It was his testimony that he was sued in **Thika Chief Magistrate Court in Cr. Case No.3155 of 2012**, wherein he was charged with an offence of forging documents. After the hearing of the Criminal case, he was acquitted of the said charges. He contended that he is not paying the rent and urged the Court to uphold the injunction as per the agreement. It was his evidence that he came to Court since **Eunice Wanjiru**, the landlady did not sign the lease as she died in the **year 2015** without having signed the said lease. Thereafter Karren sent auctioneers to the premises to levy distress though the Defendants cannot re write the agreement that they had with their mother.

On cross-examination, he testified that he has no lease with the landlord though they had a verbal agreement. Further, that he signed the lease on **18th February 2009** with the landlord. It was his testimony that they signed an agreement for construction, but he did not sign a lease to become a tenant. He relied on the letter dated **18th February 2009**, which allowed him to construct on the premises. He testified that he was also allowed to occupy the premises for 10 years but he did not know when the 10 years was to end.

He confirmed that he had the receipts in Court but that none of the receipts are in his name as they are all purchase receipts/cash sale receipts. That he said construction which is based in Ruiru Town costed **Kshs.2 Million** and they had a contractor and hired laborers. That the landlord obtained development permission from the County Council for construction and the Plaintiffs gave the building plans to the landlord. However, the architectural plans were not given by the landlord. He acknowledged having seen the Certificate of lease and testified that the owner of the suit property is **Eunice Wanjiru** who is now deceased and there is no any other claimant on the suit property. He further acknowledged knowing **Esther Njeri Kagunda** and that she was the supervisor of the construction and that after the construction she has never gone back to him. It was his evidence that he did not know if he had exhausted **Kshs.2 million** that he used for construction and indeed if he had exhausted it, then he would agree with the landlord. He further testified that the outstanding issue may be that they have spent more than the **Kshs.2 million** and they can enter into a new lease. It was his testimony that they spent the whole of the **year 2016** in Court and that since **2011** after the landlord became sick, their business was affected. He also stated that he employed one **Kagunda** who is the son of **Esther Njeri** but the property has now been transferred to a new proprietor and he was informed so by the auctioneer. That they received the first distress in **2012** and he was ordered to give **Mr. Thumbi** access to the premises and they have done as ordered by the Court.

On re-examination, he testified that they have had several cases with the Defendants, one at the tribunal and one criminal case and that costs were awarded but was not paid.

PW2 Esther Njeri Kagunda, adopted her witness statement dated **8th December 2015**, and acknowledge knowing **Karren Thumbi** and **George Mbuthia**, who are her sister and brother in law respectively. She also testified that **Eunice Wanjiru** owned the suit property and that the Plaintiffs were to be tenants. It was her testimony that the Plaintiffs constructed the suit property when she was in charge of the plot. She further testified that she was in charge of the construction and that her last born son was employed in the construction and that the plaintiff spent a substantial amount in the construction being about **Kshs.2.6 million**.

She further testified that the receipts in Court were paid by the Plaintiffs and not the Defendants. Further that the suit property was fraudulently transferred to the names of another persons and the name of the deceased's bother was left out. She further testified that there is a pending Succession Cause and that there is an injunction issued by the Court and the said Order was registered against the suit property. She also stated that she had objected to the transfer and had filed an objection in the Succession Cause and a Ruling was set for **July 2017**, and that there is a possibility that the transfer to the new proprietors might be cancelled. She urged the Court to await the ruling of the High Court and produced the search as evidence in Court.

On cross examination, she testified that the transfer from **Eunice Wanjiru** to the new proprietor was done in **2013**, during the lifetime of the said **Eunice Wanjiru Thumbi**. She further testified that there is a **Succession Cause No.2442 of 2014** over the Estate of **Jonah Thumbi** and Eunice was the Administrator of the said Estate. She further testified that she used to supervise the construction though she could not remember the name of the contractor, but she only knew that her son was one of the employees at the construction. She acknowledged that there are more than three other tenants and the Defendants have been collecting rent from them.

On re examination, she stated that **Succession Cause No.2442 of 2014** is over the Estate of **Jonah Thumbi** who was her father-in-law. further that after the Succession Cause, the suit property was transferred to **Eunice Wanjiru Thumbi**. She acknowledged that there are two camps one being for the deceased 's son and the other one being in favour of the Defendants. It was her testimony that the collected rent was supposed to go to Eunice's account and that the property was a family property as **Eunice Wanjiru** did not purchase the property. She acknowledge that there is a succession dispute over the suit property.

DEFENCE CASE

DW1 George Mbuthia Thumbi, adopted his witness statement and further produced his list of documents as exhibits in Court. He denied that the Defendants invaded the Plaintiffs parcel of land and testified that the property is his together with the other Defendants. He denied that the plaintiffs renovated the building and that the Plaintiffs had any agreement with their late mother to renovate the said property. It was his testimony that the Plaintiffs wanted to buy the suit property by force and he urged the Court to Order the Plaintiffs to vacate the suit premises as they have threatened him. He further testified that the Plaintiffs have never paid rent for 5 years and that they have no lease as the property is his. He further testified that the property is used to run a 24 hour Hotel named **Miginggo Hotel** in Ruiru. It was his testimony that when he inquired from the plaintiffs as to why they were not paying rent, they informed him that the case was in Court. He acknowledged knowing **Esther Kagunda** and testified that she is his late brother's wife and they live together at Kiamuru Village. It was his testimony that she lives on the parcel of land which she inherited from their mother. He alleged that Esther is colluding with **Thairu** to buy the suit property by force. He denied that their Mother sent the said Esther to oversee the construction of the suit property. He urged the Court to direct that the Plaintiffs do pay him for the rent accrued as they have lived on the suit property without paying anything.

On cross examination, he testified that he was not aware of the revocation of the present title. He denied that **Esther Kagunda** could be the Administrator of her husband's Estate and further denied that the **Kiambu Court** had perpetrated fraud. He acknowledged that he was aware that the Court issued an order in Nairobi preserving the suit property and that the Court did order the Plaintiffs not to pay rent. He however denied knowledge of the order of the Court.

It was his testimony that the suit property is his and that he has a title having obtained the title when his mother was alive. He further testified that he did not know that the title was cancelled and that his title has three names. He further testified that his mother had six children and three of them are deceased but the title bears the names of the three children that are alive as the others were given land elsewhere.

The Court directed the parties to file written submissions and the said directives were complied with. The Court has now carefully read and considered the said written submissions together with the pleadings and the evidence adduced and finds that the issues for determination are as follows:-

- 1. Whether there was an agreement between the then Landlord and the Plaintiffs authorizing the construction of the suit premises.***

2. If any agreement existed how much was used for Construction and was there an agreement that the Plaintiffs would utilize the construction costs as rent.

3. Whether the distress for rent was justified.

4. Whether there is any amount owing in terms of rent.

5. Whether the Plaintiffs are entitled to the orders as sought.

1. Whether there was an agreement between the then Landlord and the Plaintiffs authorizing the construction of the suit premises.

The Plaintiffs have in their evidence adduced in Court averred that they had entered into an agreement with one **Eunice Wanjiru Thumbi**, who was the then landlady of the suit premises and in that agreement, she had authorized them to construct the suit premises as it was previously a shanty. The Defendants on the other hand have denied these assertions and asserted that the Plaintiffs had no such agreement and any documentation that had been provided was forged. In support of their case the Plaintiffs have produced a letter dated **18th February 2009**, in which the said Eunice had authorized them to carry out the constructions on the said suit premises. Further this Court has also seen a letter from one **Sam Mureithi** acknowledging that there was an agreement between the parties. It is important to note that in these proceedings the Defendants had produced a transfer document signed by all of them in which the said **Sam Mureithi** had signed as a witness. This would only mean that the said **Sam Mureithi** is known to the Defendants. It is also not in doubt that the

Plaintiffs were acquitted of the forgery proceedings and therefore the Defendants have failed to prove the claim of forgery. **Section 107** of the **Evidence Act**, it is provided that:

“1) 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.

2) When a person is bound to prove the existence of any fact it is said that the burden of proof lies on that person.”

The Plaintiffs evidence has also been corroborated by the evidence of PW2 who testified that the Plaintiffs had employed her to check on the construction and that she had also been informed of the said authorization by her mother in law who was the then landlord. The proceeding in the Criminal case as against the Plaintiffs have also been produced in this Court as evidence, In the said proceedings, **Eunice Wanjiru Thumbi**, acknowledged that there was an agreement and the only bone of contention was that the same involved **Kshs.1.5million**. The evidence by the Plaintiffs having not been controverted, this Court finds and holds that indeed there was an agreement between the Plaintiffs and the then Landlord for construction and or renovations of the suit premises.

2. If any agreement existed how much was used for Construction and was there an agreement that the Plaintiffs would utilize the construction costs as rent payment?

This Court has already held and found that there existed an agreement between the **Plaintiffs** and the said Eunice for construction and or renovation of the said suit premises. Though the Defendants had denied that any amount of money had been used for the said construction and that the same was to be utilized as rent, the Plaintiffs testified that they used **Kshs.2.6 million** for the construction of the said premises and to this effect they have produced receipts evidencing the materials they used and the labour that was also used. Again these assertions have been corroborated by the evidence of PW2. Further from the letter written by the said **Sam Mureithi** who from the same happens to be the coordinator, the Landlady acknowledged that though they had agreed that the Plaintiffs would use **Kshs.1.5 Million** for construction it is apparent that the Plaintiffs had used **Kshs.2.6 million**. Further from the letter dated **18th February 2009**, signed by the land lady, it stated that;

“.....the costs involved will be recovered from rent receivable from rented premises through a mutual understanding...”

From the foregoing, the Plaintiffs having exhibited by way of receipts and the letters that indeed there was use of **Kshs.2.6 million** for construction and the same was to be utilized as rent, without any evidence to controvert these evidence, this Court finds and holds that the Plaintiffs used **Kshs.2.6 million** and the same was to be utilized as rent. However only **Kshs.2 million** was to be utilized as rent while **Kshs.600,000/=** remained as deposit as per their agreement.

3. Whether the distress for rent was justified

As per the proclamations produced before this Court, the Plaintiffs goods were proclaimed in the month of **June 2012**. The Plaintiffs have averred that the Defendants while proclaiming their goods had no rights over the suit property. While this Court acknowledges that the Plaintiffs being tenants have no *locus standi* to challenge the validity or not of the transfer of the suit property, It is clear that by the time the transfer of the suit property was taking place, there was no injunction and therefore nothing prevented the transfer from occurring. See the case of **Abdalla Omar Nabhan ...Vs... The Executor of the Estate of Saad Bin Abdalla Bin Abuod & Another**, where the Court held that:-

“In the absence of an injunctive order, a party may dispose of a property to a third party but the final judgment or order of the court shall issue as though such a sale or transfer never took place and the judgment shall be binding on the third party. The court shall not be concerned with the developments or investments that such a third party would have put in the property because everybody is presumed to have known about the existence of a suit in respect to such a property.....A party who purchases a property and invests

in it while a suit is pending, does so at his own risk notwithstanding the absence of an injunctive order duly registered against the title.”

Further it is also important to note that from the proceedings, the Defendants were children of the said **Eunice Wanjiru Thumbi**, who was holding the property in trust for them and other beneficiaries and as such they also had her authority.

However having held and found that there was a valid agreement between the parties, this Court must therefore determine whether the distress was justified. The Plaintiffs had testified that the monthly rent that they were to pay was **Kshs.25,000/=**. From the Letter exhibited before Court, it is also clear that the Plaintiffs were to pay rent of **Kshs.15,000/=** plus a further **Kshs.10,000/=** for other areas. The parties having entered into the agreement on the **1st day of July 2009**, and the first distress having been levied in the month of **June 2012**, only 36 months had passed and to that effect the Plaintiffs had only utilized around **Kshs.900,000/=** and as such they were therefore not in arrears. Further when the 2nd distress was being issued there was an injunction in place and therefore regardless of whether the suit property changed hands the same was illegal.

This Court therefore finds and holds that the distress by the Auctioneers were not justified and thereby unlawful.

4. Whether there is any amount owing in terms of rent.

By the time the distress for rent was being issued, there was no amount owing. However this Court will take Judicial Notice of the passage of time since this suit was filed to date and note that it has been so many years. This Court will further take Judicial Notice that there was a ruling in **Succession Cause No.2442 of 2014**, in which the Court delivered a Ruling on the **27th of July 2018**, in which the Honourable Judge cancelled the registration of the suit property and revoked the title. It is clear that new Administrators have been appointed from the documents produced in Court. This Court will therefore order that the said Administrators will account the said rents with the Plaintiffs for the said years in order to establish the amount owing or not at a rate of **Kshs.25,000/=** against **Kshs.2 million**.

5. Whether the Plaintiffs are entitled to the orders as sought.

The Plaintiff had sought for permanent injunction to restrain the Defendants from interfering with their tenancy to the suit land. As this Court had already held, the Plaintiffs were rightfully on the suit land as tenants as it is not in doubt that there can exist a tenancy that is not in writing. However with the passage of time things have changed and as the Court has already established, the Administrators of the initial owners of the suit property have been put in place and they must therefore put their accounts in order and establish whether the Plaintiffs still owe money or not for the proper Administration of the Estate.

As for the General Damages, this Court has already held that the distress for rent was not legal and therefore it is the Courts opinion that the Plaintiffs are entitled to damages. See the case of **C.Y.O Owayo...Vs... George Hannington Zephania Aduda t/A Aduda Auctioneers & Another [2007] eKLR**, where the Court held that;

“Thus, in looking into what constitutes illegality of distress for rent, we must not only consider our laws, but must also consider what in England would be considered an illegality in the levy of distress. In Halsbury’s Laws of England, 4th Edition Volume 13 paragraph 368 it is stated:

“ 368. Circumstance in which distress is illegal

An illegal distress is one which is wrongful at the very outset, that is to say either where there was no right to distrain or where a wrongful act was committed at the beginning of the levy invalidating all subsequent proceedings.

The following are instances of illegal distress; a distress by a landlord after he has parted with his reversion; a distress by a person in whom the reversion is not vested; a distress when no rent is in arrear; or for a claim or debt which is not rent; as a payment for the hire of chattels; a distress made after a valid tender of rent has been made; a second distress for the same rent; a distress off the premises or on the highway; a distress in the night that is between sunset and sunrise a distress levied or proceeded with contrary to the law of Distress.....”

Interoven Store Co. Ltd. vs. Hibbard and Another (1) (1936) 1 All ER at page 270 Hilbery J. stated:

“An illegal distress has always been a trespass and an action would always lie. (See note to Trespass to Goods, 1868, Bullen & Leak P. 114) And where there is a trespass to goods, though no actual damage results, the law gives a right to recover damages not limited to actual damages sustained, but a right to recover substantial damages even though that is no proof of actual loss.”

With the above in mind therefore, this Court finds that the Plaintiffs are entitled to General Damages the Defendants having wrongfully proclaimed their goods and thereby trespass entitling them to Damages. However the Plaintiffs have not proved any injuries that they suffered and in that case this Court finds that they are not entitled to Exemplary Damages. This Court therefore grants the Plaintiffs General **Damages of Kshs. 100,000/=**.

On the issue of costs, usually follow the events and though Courts have discretion to grant or not grant costs there must be some exceptional circumstances. However, given the circumstances of this case and the passage of time, the court further finds that each party should bear its own costs.

The upshot of the foregoing is that the Plaintiffs have proved their case on the required standard of balance of probabilities and consequently, the Court enters Judgment for the Plaintiffs against the Defendants in the following terms of **prayers No.(a), (b) and (d)** in the following terms:-

a) In respect of prayer No.(a), the 1st Defendant is restrained from attaching, carrying away, advertising and/or selling the items proclaimed by the 2nd Defendant on 18th June 2012. However, the Plaintiffs tenancy is subject to whether the amount of Kshs.2 million already used by them for construction and was to be offset as rent has not yet been exhausted. If the same is not exhausted, the Defendants should not interfere with the said tenancy on title No.Ruiru Town/70, until the said amount is fully utilized as rent.

b) An injunction to issue to restrain the 3rd & 4th Defendants whether by themselves or their agents from attaching, carrying away, advertising and/or selling the items proclaimed by M/S Tigwoods Auctioneers on 13th September 2013. However the issue of injunction and tenancy will be subject to whether the amount of Kshs.2 million at the monthly rent of Kshs.25,000/= is yet to be exhausted.

c) General damages of Kshs.100,000/=

However, in terms of **prayer No.(c)** the Court directs the Administrators of the Estate of **Jonah Thumbi** to calculate the period of time covered by the amount of **Kshs.2 million** used by the Plaintiffs as costs of construction and/or renovation and offset as rent at the rate of **Kshs.25,000/=** per month. The amount of **Kshs.600,000/=** is to be accounted for as deposit for rent.

If the costs of **Kshs.2 million** has been exhausted as rent, then the Administrators of the said Estate are at liberty to negotiate a renewal of tenancy agreement with the Plaintiffs at the prevailing market rate. For the interest of justice, the Court cannot injunct the said Administrators from demanding any rent due from the Plaintiffs if at all the amount of **Kshs.2 million** is found to have been exhausted due to the passage of time or from exercising their rights as Administrators of the said Estate over the suit property.

It is so ordered.

Dated, Signed and Delivered at Thika this 15th day of October, 2019.

L. GACHERU

JUDGE

15/10/2019

In the presence of

M/S Macheru holding brief for Mr. Makumi for Plaintiffs

Mr. Makori for 1st Defendant

3rd Defendant

4th Defendant

No appearance for the 2nd Defendant

Lucy - Court Assistant

Court – Judgment read in open court.

L. GACHERU

JUDGE

15/10/2019