



Jei Enterprises Limited v Windsor Home Limited & 2 others (Environment & Land Case E426 of 2022) [2024] KEELC 257 (KLR) (25 January 2024) (Ruling)

Neutral citation: [2024] KEELC 257 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE E426 OF 2022
OA ANGOTE, J
JANUARY 25, 2024**

BETWEEN

JEI ENTERPRISES LIMITED PLAINTIFF

AND

WINDSOR HOME LIMITED 1ST DEFENDANT

TELAGEN INVESTMENTS LIMITED 2ND DEFENDANT

ECOBANK KENYA LIMITED 3RD DEFENDANT

RULING

1. The Plaintiff/Applicant has filed an application dated 19th December 2022, seeking for the following orders:
 - a. Pending the hearing and determination of the suit filed herewith this Honourable Court be pleased to issue temporary injunction restraining the Respondents either by themselves or their servants, officers, servants, employees, agents or persons acting for and under them from encroaching, alienating, dividing, transferring, charging, marketing, advertising for sale, selling, exercising or continuing to auction and or exercise a Statutory Power of Sale over the said property, developing or in whatever and whichever manner and way dealing with or in any manner interfering with the Applicant's right of occupation quiet possession and use of the apartments/ units known as A4, A5, B5 and C5 erected on all that property known as Nairobi/ Block 93/ 1488.
 - b. Costs of this application be provided for.
2. The application is based on the Affidavit sworn in support by John Wepukhulu Waliaula, a Director of the Plaintiff who deposed that Applicant became the registered proprietor of the suit property, Nairobi/ Block 93/1488 on 29th January 2010 and that in June 2012, the Applicant entered into an



- agreement with the 1st Respondent, for the transfer of the suit property, on condition that upon the 1st Respondent erecting several apartments on the suit property, three units would be apportioned to the Applicant.
3. It was deposed that a resulting and/or constructive trust was thereby created, where the 1st Respondent was to hold the suit property in trust for the Applicant and upon completion of the development, they were to transfer the three units to the Applicant.
 4. Mr. Waliaula averred that the 1st Respondent did not commence the developments, but instead transferred the suit property to its sister company, Kingspride Properties Limited, which took over the 1st Respondent's duties and obligations, including the resulting/ constructive trust and that the Applicant entered into an agreement with Kingspride Properties Ltd on 12th August 2014.
 5. It is the Applicant's case that Kingspride did not deliver on the developments and instead transferred the suit property on 26th May 2016 to yet another sister company, Telagen Investments Limited, the 2nd Defendant herein and that the 2nd Defendant took on the duties and responsibilities owing to the Applicant from Kingspride Properties Limited, including the apportionment of units upon completion of the development.
 6. According to the deponent, the 2nd Defendant/Respondent completed the developments in September 2018 and the Applicant was duly apportioned four apartments, being A4, A5, B5 and C5; that the 2nd Respondent was to cause the apartments to be registered in the Applicant's favour; that the Applicant entered into tenancy agreements over the apartments and has been receiving rent from the occupants of the apartments and that the 3rd Respondent never raised an issue with the Applicant's collection of rent from the apartments.
 7. Mr. Waliaula deposed that the Applicant was never informed of any alleged loan agreement between the 1st and 2nd Respondents and the 3rd Respondent and that the 1st and 2nd Respondents are liable to the trust created for any loss arising as it received security over the suit property with the knowledge that the suit property had been charged in breach of trust, under the doctrine of knowing receipt.
 8. Mr. Waliaula argued that by charging the Applicant's apartments, the Respondents acted in breach of their responsibilities as trustees; that the 3rd Respondent knew or ought to have known that the Applicant had an interest in the suit property as an unregistered beneficiary under a resultant/ constructive trust and that four units were to be transferred to the Applicant.
 9. The deponent asserted that he was informed of plans by the 3rd Respondent to sell the apartments due to failure of the 2nd Respondent to service an alleged loan taken from the 3rd Respondent; that the Applicant's apartments ought not to have been subject of the alleged loan and that the resultant/ constructive trust will only come to an end upon the registration of the four units in the Applicant's favour and issuance of sub-leases or certificates of lease.
 10. It is the Applicant's case that the 3rd Respondent has now caused to be re-advertised the sale of the units, scheduled to happen on 21st December 2022; that contrary to the law, no notice was served upon the Applicant despite all parties having full knowledge of the Applicant's interest in the suit property and that in the absence of a notice to sell under Section 96(2) of the [Land Act](#), the statutory power of sale cannot be exercised.
 11. The Plaintiff's/Applicant's director deposed that if the sale proceeds, the Applicant will suffer irreparable loss and dispossession of the apartments illegally, irregularly and unprocedurally; that damages will not be an adequate remedy as they cannot compensate illegalities and that the balance of



- convenience lies in favour of granting the sought orders as the Applicant's case would be defeated by the Respondents alienating the properties before Judgement.
12. The 3rd Defendant/Respondent opposed the application through a Replying Affidavit dated 16th January 2023 and sworn by Edith Wanjiku, the Remedial Officer of the 3rd Respondent. Ms. Wanjiku deposed that the application and the suit are an abuse of court process and a clear indication that the Plaintiff and 2nd Defendant are in collusion to frustrate the bank from exercising its statutory power of sale of the suit property.
 13. Ms. Wanjiku deposed that the Plaintiff had filed a similar suit and application in ELC No.254 of 2022; that Justice Okong'o issued a conditional interim order on 4th August 2022 that the Plaintiff deposits with the Bank Kshs. 2,000,000 as security, failure to which the Bank would proceed with the sale of the units and that the Plaintiff/ Applicant deposited the Kshs. 2 million with the Bank as a condition for issuance of interim orders over the suit units.
 14. It was deposed by the 3rd Defendant's Remedial Officer that before the court could issue such orders through a scheduled ruling, in November 2022, the Applicant's Advocate informed the 3rd Respondent's Advocate that he had received instructions from his client to withdraw the suit so that his client could purchase the suit units through Auction; that the Bank agreed on condition that they settle all costs; that the suit was withdrawn on 24th November 2022 with costs of Kshs. 120,000 to be paid from the security held by the Bank, and that the balance of Kshs. 1,880,000 was to be refunded to the Applicant.
 15. The deponent averred that the Bank thereafter proceeded to advertise the sale by auction of several units of the charged property, including the Applicant's apartments; that the bank was surprised to be served with a fresh suit over the same subject matter and that the Applicant should be condemned for misusing judicial time and misleading the courts, and should be condemned to pay Auctioneer's costs incurred for the arranged auction which was to take place on 21st December 2022 and the legal costs being incurred by the Bank.
 16. The 3rd Defendant's officer deposed that the grounds herein lack any basis in law and in fact; that the suit property was voluntarily offered by the 1st Defendant to the Bank as security for a loan of Kshs. 60,800,000 advanced to them in September 2013 and the security was perfected by registration of a charge dated 23rd September 2013 and that the 1st Defendant defaulted in repaying the loan facility and resolved to sell the property to the 2nd Defendant.
 17. It was deposed that by a letter of offer dated 29th February 2016, the 2nd Defendant requested and was granted a project loan facility amounting to Kshs. 90,800,000, out of which Kshs. 60,800,000 was to pay all outstanding liabilities and the remaining Kshs. 30,000,000 was to be utilized to finance expansion of the project by construction of an additional 8 units and that the property was subsequently transferred to the 2nd Defendant and charged in favour of the 3rd Defendant on 26th May 2016.
 18. It was deposed that the 2nd Defendant defaulted in repaying the loan facility as required; that several demands, requests and reminders were issued to the 2nd Defendant calling upon them to regularize the account; that the 2nd Defendant has refused and failed to repay the outstanding amounts and that the 2nd Defendant sought and was granted several restructures through supplemental letters of offer dated 27th March 2017, 16th October 2017 and 28th June 2018 extending the repayment period, but still failed to honour the terms and conditions of the said supplemental letters of offer.



19. It is the 3rd Defendant's case that the 2nd Defendant then filed HCCC No. COVID 102 of 2010 Telagen Investment Ltd vs Ecobank Kenya Ltd and Valley Auctioneers seeking an injunction restraining the 4th Respondent from selling the suit property by public auction; that the parties engaged in negotiations and a consent order was entered dated 9th July 2020 and that the terms of the consent were that the 2nd Defendant was to settle the entire outstanding amount of Kshs. 89,136,722.65 within twelve days but the 2nd Defendant only paid Kshs. 3,475,150.40.
20. It was deposed that the Bank proceeded to exercise its statutory power of sale over the charged property; that as at 11th January 2023, the facility stood at Kshs. 123,322,655.22, which continues to accrue interest until full payment; that the Plaintiff has never held any proprietary interest over the suit property and that the Bank is apprehensive that the Plaintiff is colluding with the 2nd Defendant to frustrate the Bank from exercising its statutory power of sale over the charged property.
21. It was deposed by the 3rd Defendant's Remedial Officer that the Plaintiff's interest over the suit cannot rank pari passu with that of the Bank; that the Plaintiff has no locus standi to challenge the recovery process; that the Plaintiff's claim should be addressed by the 2nd Defendant and any other person whom he entered into an alleged agreement with and not drag the 3rd Defendant into their disputes; and that the 3rd Defendant is within its right to exercise its statutory power of sale over the charged property.
22. In a Further Supplementary Affidavit dated 21st March 2023, Mr. Waliaula deposed that the Applicant never instructed their previous advocates to withdraw the suit for purposes of purchasing the apartment through auction and that the Applicant withdrew the suit for purposes of further consultations with the aim of filing a better claim. The parties filed submissions and authorities which I have considered.

Analysis and Determination

23. The sole issue for determination is whether the Plaintiff's/Applicant's application seeking orders of temporary injunction in respect of apartments/units known as A4, A5, B5 and C5 erected on all that property known as Nairobi/ Block 93/1488 should issue.
24. In the Plaintiff, the Plaintiff is seeking for a declaration that it is the beneficial owner of the apartments A4, A5, B5 and C5 within Nairobi/ Block 93/1488; a declaration that the Plaintiff holds an overriding interest arising from a resultant/constructive trust over the apartments; a declaration that any charge created over the said apartments is null and void; and a mandatory order of injunction requiring the Defendants to issue the Plaintiff subleases or certificates of lease for the apartments and to issue partial discharges over the apartments.
25. In the alternative, the Plaintiff has prayed for the Defendants to be directed to pay the Plaintiff the market value of the apartments at the date of damage and general damages for violation of the Plaintiff's right to property.
26. The case of *Giella vs Cassman Brown* (1973) EA 358 sets out the essential conditions to be satisfied for a court to issue injunctive orders as follows:

“The conditions for the grant of an interlocutory injunction are now, I think, well settled in East Africa. First, an applicant must show a prima facie case with a probability of success. Secondly, an interlocutory injunction will not normally be granted unless the applicant might otherwise suffer irreparable injury, which would not adequately be compensated by



an award of damages. Thirdly, if the court is in doubt, it will decide an application on the balance of convenience.”

27. In *Nguruman Limited vs Jan Bonde Nielsen & 2 Others* [2014] eKLR the Court of Appeal restated the law as follows:

“In an interlocutory injunction application, the applicant has to satisfy the triple requirements to;

- (a) establish his case only at a prima facie level,
- (b) demonstrate irreparable injury if a temporary injunction is not granted, and
- (c) allay any doubts as to (b) by showing that the balance of convenience is in his favour. These are the three pillars on which rests the foundation of any order of injunction, interlocutory or permanent. It is established that all the above three conditions and stages are to be applied as separate, distinct and logical hurdles which the applicant is expected to surmount sequentially. See *Kenya Commercial Finance Co. Ltd V. Afraha Education Society* [2001] Vol. 1 EA 86. If the applicant establishes a prima facie case that alone is not sufficient basis to grant an interlocutory injunction, the court must further be satisfied that the injury the respondent will suffer, in the event the injunction is not granted, will be irreparable. In other words, if damages recoverable in law is an adequate remedy and the respondent is capable of paying, no interlocutory order of injunction should normally be granted, however strong the applicant’s claim may appear at that stage. If prima facie case is not established, then irreparable injury and balance of convenience need no consideration. The existence of a prima facie case does not permit “leap-frogging” by the applicant to injunction directly without crossing the other hurdles in between. It is where there is doubt as to the adequacy of the respective remedies in damages available to either party or both that the question of balance of convenience would arise. The inconvenience to the applicant if interlocutory injunction is refused would be balanced and compared with that of the respondent, if it is granted.”

28. In the application, the Plaintiff is required to satisfy three conditions: that it has a prima facie case with a likelihood of success; that if the application is not granted, it is likely to suffer irreparable damage which cannot be compensated by damages and that the balance of convenience tilts in its favour.

29. A prima facie case as defined in *Mrao vs First American Bank of Kenya Limited & 2 Others* [2003] eKLR, is one which on the material presented in court, a tribunal properly directing itself will conclude that there exists a right which has apparently been infringed by the opposite party as to call for an explanation or rebuttal from the respondent.

30. It is then for this court to determine whether the Plaintiff/Applicant has established that it has a right apparently infringed upon by the Respondents which calls for their rebuttal.

31. The Plaintiff aver that pursuant to its agreement with the 1st Respondent in June 2012, the subsequent agreement with the Kingspride Properties Limited on 12th August 2014, and the further agreement between Kingspride Properties Ltd and the 2nd Respondent Telagen Investments Ltd on 16th May 2016, the Plaintiff has a resulting/constructive trust over the suit property.



32. The Plaintiff's claim is that it transferred the suit property to the 1st Respondent for no consideration, on agreement that upon the construction of apartments, it would be given four apartments and that this created a resulting/constructive trust that was binding on all the Defendants herein.
33. It is the Plaintiff's case that it was informed of plans by the 3rd Respondent to sell the apartments due to failure of the 2nd Respondent to service an alleged loan taken from the 3rd Respondent; that the Applicant's apartments ought not to have been subject to the alleged loan and that the resultant/constructive trust will only come to an end upon the registration of the four units in the Applicant's favour and issuance of sub-leases or certificates of lease.
34. The Court of Appeal in the case of *Twalib Hatayan Twalib Hatayan & Anor vs Said Saggar Ahmed Al-Heidy & Others* [2015] eKLR, while dealing with the issue of trust stated as follows :-

“Dealing with the first issue, according to the Black's Law Dictionary, 9th Edition; a trust is defined as:

- “1. The right, enforceable solely in equity, to the beneficial enjoyment of property to which another holds legal title; a property interest held by one person (trustee) at the request of another (settlor) for the benefit of a third party (beneficiary).”

Under the *Trustee Act*, “...the expressions “trust” and “trustee” extend to implied and constructive trust, and cases where the trustee has a beneficial interest in the trust property...” Trusts are created either expressly (by the parties) or by operation of law. An express trust arises where the trust property, its purpose and beneficiaries have been clearly identified (see. Halsbury's Laws of England Vol 16 Butterworths 1976 at para 1452). In this case, we have a definite property and beneficiary. The purpose/intent for which the property was bought remains in dispute. This negates the existence of an express trust herein. In the absence of an express trust, we have trusts created by operation of the law. These fall within two categories; constructive and resulting trusts. Given that the two are closely interlinked, it is perhaps pertinent to look at each of them in relation to the matter at hand.

A constructive trust is an equitable remedy imposed by the court against one who has acquired property by wrong doing. (see Black's Law Dictionary) (Supra). It arises where the intention of the parties cannot be ascertained. If the circumstances of the case are such as would demand that equity treats the legal owner as a trustee, the law will impose a trust. A constructive trust will thus automatically arise where a person who is already a trustee takes advantage of his position for his own benefit (see. Halsbury's Laws of England supra at para1453). As earlier stated, with constructive trusts, proof of parties' intention is immaterial; for the trust will nonetheless be imposed by the law for the benefit of the settlor. Imposition of a constructive trust is thus meant to guard against unjust enrichment...

This leaves us with resulting trusts; upon which the appellants had laid their claim. A resulting trust is a remedy imposed by equity where property is transferred under circumstances which suggest that the transferor did not intend to confer a beneficial interest upon the transferee (see Black's Law Dictionary) (supra). This trust may arise either upon the unexpressed but presumed intention of the settlor or upon his informally expressed intention. (See Snell's Equity 29th Ed, Sweet & Maxwell p.175). Therefore, unlike constructive trusts where unknown intentions maybe left unexplored, with resulting trusts, courts will readily look at the circumstances of the case and presume or infer the transferor's intention. Most importantly, the general rule here is that a resulting trust will automatically



arise in favour of the person who advances the purchase money. Whether or not the property is registered in his name or that of another, is immaterial (see. Snell's Equity at p.177) (supra)..."

35. In support of its case, the Plaintiff has annexed the following documents: a certificate of lease over the suit property in favor of the Plaintiff issued on 21st September 2010; a copy of an unsigned and undated sale agreement between the Plaintiff and the 1st Respondent; and a copy of a certificate of lease in favour of the 1st Respondent issued on 13th December 2012, which shows a charge to Ecobank Limited for Kshs. 60,800,000/- registered on 18th October 2013.
36. The Plaintiff has also annexed a Memorandum of Understanding between Kingspride Properties Limited and the Plaintiff dated 12th August 2014; a Certificate of Lease in favour of Telagen Investments Limited, the 2nd Defendant, which title was issued on 26th May 2016 and records a charge to Ecobank Limited for Kshs. 90,800,000 registered on 26th May 2016 and a tenancy agreement between the Plaintiff and Abdi Mohamed, Charles Mwadeghu, Ernest Waliaula and Darius Mwatela.
37. The 3rd Defendant/Respondent on its part has presented before this court several documents including the Plaint and pleadings filed in Nairobi ELC No. 254 of 2022; the order by Okongo J allowing withdrawal of ELC No. 254 of 2022 on 12th January 2023 and an invoice dated 10th January 2023 of Kshs. 593,680/- by Direct "O" Auctioneers, which was the fee on the stopped sale of apartments A4, A5, B5 and C5 on the suit property.
38. A copy of the Supplemental Charge dated 23rd September 2013 for KShs. 60,800,000 between the 1st and 3rd Defendants; a charge between the 2nd and 3rd Defendants dated 19th April 2016 and minutes by the directors of the 2nd Defendant held on 9th March 2016, wherein they resolved to obtain the facility of KShs. 90,800,000/- from the 3rd Defendant were also produced in evidence.
39. The agreement annexed by the Plaintiff as proof of conveyance of the suit property to the 1st Defendant is undated and unsigned. Section 3(3) of the Law of Contract Act, provides as follows:
 - “(3) No suit shall be brought upon a contract for the disposition of an interest in land unless—
 - (a) the contract upon which the suit is founded—
 - (i) is in writing;
 - (ii) is signed by all the parties thereto; and
 - (b) the signature of each party signing has been attested by a witness who is present when the contract was signed by such party”

Provided that this subsection shall not apply to a contract made in the course of a public auction by an auctioneer within the meaning of the Auctioneers Act (Cap. 526), nor shall anything in it affect the creation of a resulting, implied or constructive trust.”
40. In accordance with Section 3(3) of the Law of Contract Act, the said agreement cannot be the basis of a suit. All the same, it is clear that despite the lack of a written contract between the parties, the same was acted upon by the parties. This is pleaded by the Plaintiff and the 1st and 2nd Defendants have conceded to the same.



41. There is no dispute that indeed the Plaintiff transferred the suit property to the 1st Defendant/Respondent. There is no evidence of monetary consideration. The 1st Defendant has not disputed that the transfer was on condition that upon construction of the apartments, three shall be reserved for the Plaintiff/Applicant the aforesaid apartments.
42. Under the principles of equity, the 1st Defendant/Respondent was precluded from acting contrary to the interest of the Plaintiff in the suit property. This trust was passed to the 2nd Defendant/Respondent, as it acknowledged its existence in the letter it sent to the 3rd Respondent dated 9th April 2020.
43. Section 28 of the *Land Registration Act* provides that registered land is subject to overriding interests such as the trust in this case, regardless of whether such interest is noted on the register. It provides as follows:

“Unless the contrary is expressed in the register, all registered land shall be subject to the following overriding interests as may for the time being subsist and affect the same, without their being noted on the register—

- (b) trusts including customary trusts;
- (c) rights of way, rights of water and profits subsisting at the time of first registration under this Act;
- (d) natural rights of light, air, water and support;
- (e) rights of compulsory acquisition, resumption, entry, search and user conferred by any other written law;
- (g) charges for unpaid rates and other funds which, without reference to registration under this Act, are expressly declared by any written law to be a charge upon land;
- (h) rights acquired or in process of being acquired by virtue of any written law relating to the limitation of actions or by prescription;
- (i) electric supply lines, telephone and telegraph lines or poles, pipelines, aqueducts, canals, weirs and dams erected, constructed or laid in pursuance or by virtue of any power conferred by any written law; and
- (j) any other rights provided under any written law.

Provided that the Registrar may direct the registration of any of the liabilities, rights and interests hereinbefore defined in such manner as the Registrar deems necessary.”

44. The Plaintiff argues that under the doctrine of ‘knowing receipt’, the 3rd Defendant/Respondent, either willfully closed its eyes to the breach of trust or failed to make the inquiries that a reasonable person would have made. Knowing receipt is defined in Alistair Hudson’ on Equity and Trusts, 4th Edition, at page 732, quoted in *N W K vs J K M & Another* [2013] eKLR as follows:

“First, a person who is neither a trustee nor a beneficiary will be personally liable to account to the trust for any loss suffered in a situation in which she dishonestly assists the commission of a breach of trust, without receiving any proprietary right in that trust property herself. This liability is referred to as ‘dishonest assistance’. The test for ‘dishonesty’ in this context is



a test which asks whether or not the defendant acted as an honest person would have acted. This notion of dishonesty extends beyond straightforward deceit and fraud potentially into reckless risk-taking with trust property.

Secondly, a person who is neither a trustee nor a beneficiary will be personally liable to account to the trust for any loss suffered in a situation in which she receives trust property with knowledge that the property has been passed to her in breach of trust. This form of liability is referred to as 'knowing receipt'. 'knowledge' in this context includes actual knowledge, wilfully closing one's eyes to the breach of trust, or failing to make the inquiries which a reasonable person would have made in these circumstances.

In either case, there must have been loss suffered by the beneficiaries as a result of some breach of trust: the liability of the strangers is then to account to the beneficiaries for that loss, providing that the knowing receipt or dishonest assistance has been demonstrated. Therefore, there must have been a breach of trust of trust before either of these claims could arise."

45. It is irrefutable that in September 2013, the 1st Defendant obtained a loan facility from the 3rd Defendant Bank, against which the suit property was surrendered as security.
46. Considering that the Plaintiff's overriding interest over the suit property seems to have arose in June 2012 and was already existing at the time the loan facility was obtained, the 1st Defendant/Respondent acted against the Plaintiff's right to property and failed to inform the Plaintiff's directors of the loan taken over the entire suit property.
47. The subsequent loan undertaken by the 2nd Defendant, prima facie constituted a further infringement of the Plaintiff's right to property. This is especially so considering that they were fully cognizant of the Plaintiff's proprietary interest and ownership over the suit apartments.
48. Further, the 3rd Defendant/Respondent did not annex any evidence to establish that it had fulfilled the lawful requirements for it to exercise its statutory power of sale. The Bank has not presented copies of the notices issued under Section 90 (2) and 96(2) of the *Land Act*. Further, no evidence that such notices were duly served upon the relevant parties, which would have undoubtedly included the Plaintiff, as an owner of the suit apartments. The upshot of the foregoing is that the Plaintiff has established that it has a prima facie case with a likelihood of success.
49. In the circumstances, it is just that the court preserves the suit apartments. If the suit apartments are sold, and this court ultimately finds in favour of the Plaintiff, this will undoubtedly cause irreparable loss to the Plaintiff, as the recovery process is likely to be difficult.
50. Having found that the Plaintiff/ Applicant has established a prima facie case with a likelihood of success and that the Plaintiff is likely to suffer irreparable injury if injunctive orders are withheld, the Plaintiff's application dated 19th December 2022 is allowed as follows:
 - a. Pending the hearing and determination of this suit, this court hereby issues a temporary injunction restraining the Defendants/Respondents either by themselves or their servants, officers, employees, agents or persons acting for and under them from encroaching, alienating, dividing, transferring, charging, marketing, advertising for sale, selling, exercising or continuing to auction and or exercise a Statutory Power of Sale over the said property, developing or in whatever and whichever manner and way dealing with or in any manner interfering with the Applicant's right of occupation quiet possession and use of the apartments/ units known as A4, A5, B5 and C5 erected on all that property known as Nairobi/ Block 93/ 1488.



b. Each party to bear its own costs.

DATED, SIGNED AND DELIVERED VIRTUALLY IN NAIROBI THIS 25TH DAY OF JANUARY, 2024.

O. A. Angote

Judge

In the presence of;

Mr. Wakwaya for Plaintiff/Applicant

Ms Wetunga holding brief for Mugishi for 3rd Defendant

Court Assistant - Tracy

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