



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT

AT NAIROBI

ELC CASE NO 99 OF 2011

TAJ MALL LIMITED.....PLAINTIFF

VERSUS

MOHIT DHAWAN.....1ST DEFENDANT

BALDIP DHAWAN.....2ND DEFENDANT

ROLEN MARCUS BRAGANZA.....3RD DEFENDANT

SHARMILA BRAGANZA.....4TH DEFENDANT

SUDARSHAN S. MATHAROO.....5TH DEFENDANT

TAJ VILLAS MANAGEMENT LIMITED.....6TH DEFENDANT

CITY COUNCIL OF NAIROBI.....7TH DEFENDANT

JUDGMENT

Introduction

1. The dispute in this suit relates to Land Reference Number 9116 comprised in Grant Number IR 99026, situated along Grevilla Grove, Nairobi (the **suit property**). Erected on it are thirty seven residential maisonettes. The thirty seven maisonettes are together called Taj Villas Estate. The plaintiff was the developer of the estate and still holds the reversionary interest in the suit property, although all the maisonettes have been sold. It is common ground that the reversionary interest in the suit property was to be transferred to the 6th defendant, Taj Villas Management Limited. The 6th defendant was incorporated to manage the estate. Each lessee of a maisonette holds one share in the management company.

2. On 9/3/2011, the plaintiff brought this suit contending that the 1st and 2nd defendants who jointly own maisonette number C1, and the 3rd and 4th defendants who jointly own maisonette number B3, together with the 5th, 6th and 7th defendants, had unlawfully caused construction works to be undertaken in the estate without the consent or approval of the plaintiff as required under the leases. Consequently, the plaintiff brought this suit and sought the following orders against the defendants :-

a) A permanent injunction restraining the 1st– 4th defendants from making any additions, alterations, renovations, constructions and or erecting any structures on Maisonette No. C1 and B3 situate on LR No. 9116 (hereinafter referred to as the suit properties).

b) A mandatory injunction compelling the 7th defendant to ensure the provisions of the Physical Planning Act, City of Nairobi (Building) By-Laws are strictly adhered to and complied with by the 1st – 4th defendants and that any additions and or alterations made to the suit properties are removed and or demolished forthwith.

c) Damages as against the 5th defendant for fraudulently obtaining approvals for additions and or alterations to the suit properties from the 7th defendant without any authority or consent of the plaintiff and an order directing the Architectural Association of Kenya cancelling the licence and or registration of the 5th defendant as an architect with the Association under A753.

d) A declaration that the lease between the plaintiff and the 1st and 2nd defendants and between the plaintiff and the 3rd and 4th

defendants have been absolutely determined and the plaintiff has the sole and exclusive right to re-enter the suit properties.

e) Costs of the suit.

3. The 1st – 4th defendants filed a statement of defence and counterclaim dated 13th May 2011 and the same was amended on 11th March 2013. They denied that they were in breach of the terms of their respective leases, stating that they had consent, sanction and authority of the 6th defendant to undertake the construction works. The 1st – 4th defendants stated that since the year 2009, the plaintiff had unlawfully and wrongfully neglected to abide by the express provisions of the leases requiring it to transfer the reversionary interest to the 6th defendant. They stated that their houses were not built in conformity with the approved building plans because they lacked stores. The 1st - 4th defendants contended that, with the sanction of the 6th defendant, they applied for and obtained approval for alteration of their houses to provide for stores. They further contended that during construction of the stores, the 7th defendant, at the instigation of the plaintiff, demolished the structures alleging that they were illegal.

4. Through the counterclaim, the 1st - 4th defendants sought the following orders against the plaintiff and the 7th defendant:

a) A permanent injunction restraining the plaintiff and defendants from interfering with the construction.

b) Special damages in the sum of Kshs 339,600/-

c) General damages

d) Costs of the suit.

5. The 6th defendant filed a statement of defence and counterclaim dated 5th May 2011 in which it denied that the plaintiff had rights or sufficient interest to claim or make demands against the defendants. The 6th defendant stated that it had given consent to the 1st – 4th defendants to make alterations and as such, no approval from the plaintiff was necessary. The 6th defendant further stated that the plaintiff was in breach of clause 4(vi) and 5(v) of the leases because it had failed to transfer to it the reversionary interest in the suit property. Through the counterclaim, the 6th defendant sought the following orders against the plaintiff:-

a) A declaration that the 6th defendant is entitled to the transfer of the reversionary interest in the suit property.

b) An order directing the plaintiff to transfer the reversionary interest in the suit property to the defendant within 7 days of the date of the judgment.

c) Alternatively and in the event of the plaintiff's disobedience, an order directing the Registrar of Titles to transfer the reversionary interest in the plaintiff in the suit property to the 6th defendant.

d) Damages

e) Costs of the suit.

f) Any other relief that the court may deem necessary and fit to grant.

6. The firm of Kwanga Mboya & Company Advocates filed a notice of appointment of advocates dated 11th March 2011 on behalf of the 7th defendant. There is however no statement of defence by the 7th defendant on the court record.

Plaintiff's Evidence

7. Hearing of this suit commenced on 11th July 2017. The plaintiff called one witness, Douglas Aswani Lumire, and closed its case. Douglas Aswani Lumire (PW1) adopted his statement filed on 9th March 2011 as his sworn evidence in chief. He produced the documents in the plaintiff's bundle of documents as plaintiff exhibits 1 to 7 respectively. He stated that he was the maintenance manager of the plaintiff. He testified that in March 2011, the 1st – 4th defendants commenced construction of extensions to the stores of maisonette C1 and B3 claiming that they had authority and approval from the 6th and 7th defendants. PW1 testified that the plaintiff had not given authority or approval to the 1st- 4th defendants to carry out any construction works on the premises.

8. In cross examination by Mr. Mwangambo, counsel for the 1st – 4th defendants, PW1 stated that all the units in the estate had been sold and leases registered accordingly. He made reference to clause VIII on page 6 of the lease and testified that consent had to be given by either the plaintiff or the 6th defendant. PW1 was referred to minutes of a meeting held on 20th August 2011 and he admitted that consent was given by the 6th defendant. He testified that approval was also given by the 7th defendant. PW1 added testified that the plaintiff had not transferred the reversionary interest to the 6th defendant as required by clause E of the lease owing to the pendency of this suit.

9. During cross-examination by Mr. Owino for the 5th and 6th defendants, PW1 stated that the conditions for transfer of the reversionary interest had been met. He stated that the 1st- 6th defendants were in breach of the leases because they failed to obtain consent from the plaintiff. He could not tell how the defendants obtained documents from the plaintiff's office to support the application for approval by the 7th defendant. He testified that the plaintiff who was the holder of the reversionary title did not own any unit in the estate. In further cross-examination by Mr. Mboya for the 7th defendant, PW1 stated that the approval should have been in the name of Taj Mall Limited.

10. In re-examination, PW1 stated that the minutes in which approval was noted were dated 20th August 2011 while the approval by the 7th

defendant was dated 11th October 2010. He contended that the last lease was registered on 26th February 2013 while the counterclaim demanding transfer of the reversionary interest was filed on 5th May 2011.

Defendants' Evidence

11. The 3rd defendant (DW1) testified on his own behalf and on behalf of the 1st, 2nd and 4th defendants. He adopted his witness statement dated 12th April 2012 as his sworn evidence in chief and produced the documents in the 1st, 2nd, 3rd and 4th defendants bundle of documents as defence exhibits 1 to 20.

12. DW1 stated that, together with his wife, the 4th defendant herein, they were the joint proprietors of maisonette no. B3 while the 1st and 2nd defendants were joint proprietors of maisonette No. C1 both erected on the suit property. He stated that maisonettes B1 and C3 were not built in conformity with the building plans of the premises which had provision for stores. The two units did not have stores. He contended that through a board of directors meeting of the 6th defendant held on 4th September 2010 as well as an annual general meeting held on 18th September 2010, approval to construct a barrier wall which was on the verge of collapsing was given as well as consent to seek approval to construct stores for Maisonettes B1 and C3 in conformity with the architectural and building plans.

13. DW1 testified that the plaintiff did not issue them with any notices informing them of any breach of the terms of the lease as required by clause 5(i) of the lease. He contended that while in the process of constructing the stores, the 7th defendant demolished the walls at the behest of the plaintiff under the pretext that they were being constructed illegally and without necessary consents and approvals. DW1 further stated that the plaintiff had refused and or neglected to abide by the express provisions of the lease requiring it to transfer the reversionary interest to the 6th defendant.

14. In cross-examination by Mr. Mungai for the plaintiff, DW1 stated that he purchased maisonette number B3 from the plaintiff and they entered into a sublease dated 15th July 2008. He was aware of clause 1(iii) which forbade alterations to the premises without the written consent of the lessor and or the management company. He admitted that he had made alterations on the property and stated that he obtained consent from the 6th defendant (management company) whose shareholders were the thirty seven owners of the villas.

15. DW1 stated that he was the chairman of the 6th defendant's board of directors at the time he obtained consent on 4th September 2010. He averred that the issue of alterations was not discussed at the shareholder's meeting. He contended that the City Council of Nairobi's approval was obtained on 11th October 2010. The aforesaid approval was applied for and issued in the plaintiff's name and not in the 6th defendant's name. DW1 stated that the plaintiff was unwilling to apply for the approval yet title was still in its name.

16. DW1 averred that he and the 1st defendants were in the board of directors and were present in the meeting of 4th September 2010 when approval for alteration was given. He stated that the minutes did not indicate that there was disclosure of conflict of interest in the matter relating to the alterations in which they had a direct interest. In further evidence, DW1 stated that the issue of alterations was not discussed in an annual general meeting which was held on 18th September 2010 and that the same was discussed and approved in a subsequent meeting held on 20th August 2011 after the filing of this suit.

17. In re-examination, DW1 stated that the lease provided that the consent could be given by the lessor and/or the manager. He stated that the plaintiff did not have any proprietary interest in the suit property as it had sold all the villas and was obligated to transfer the reversionary interest to the 6th defendant. DW1 maintained that approval was obtained from the manager and that 5 out of 9 directors attended the meeting and consented to the making of the alterations. He stated that construction of the stores commenced in February 2011 at an approximate cost of Kshs 339,000/- which they were claiming from the plaintiff and the 7th defendant.

18. Charles Kinyanjui (DW2) testified that he owned a maisonette in Taj Villas and was a past director of the 6th defendant. He adopted his statement filed on 5th May 2011 as his evidence in chief and produced documents attached to the 6th defendant's bundle as 6th defendant's Exh. 1-10 while documents in the supplementary bundle were produced as the 6th defendant's Exhibits 11-15.

19. In cross-examination by Mr. Mungai for the plaintiff, DW2 stated that the 1st and 3rd defendants were part of the 9 directors of the 6th defendant whose chairperson was the 3rd defendant. DW2 stated that the plaintiff had not given any valid reason for declining to transfer the reversionary interest to the 6th defendant. He averred that the board had knowledge that the 1st and 3rd defendants had an interest in the suit property.

20. In re-examination, DW2 stated that the alteration works were discussed in a directors meeting held on 4th September 2010 before the application for approval was made. He contended that the plaintiff gave title, copies of certificate of incorporation as well as drawings for the purposes of applying for approval. He further testified that the plaintiff only refused to take responsibility for costs but did not object to the works. It was the evidence of DW2 that transfer of the reversionary interest ought to have been effected in September 2009 when all the units were sold as evidenced by the return of allotment filed in the Companies Registry. He contended that by 2013, all the units had been registered in the names of the purchasers and that there was no justification for the delayed transfer of the reversionary interest since all purchasers had paid Kshs 100,000/-

21. The 1st defendant (DW3) testified as the last witness for the defence. He adopted his witness statement dated 10th March 2013 as his evidence in chief. He stated that on 21st September 2010, he went to the plaintiff's office to collect documents that would enable the 6th defendant seek approval from the 7th defendant to undertake certain construction works. He met the plaintiff's managing director, Mr. Ramesh Gorasia, who furnished him with the title document of the suit property, certificate of incorporation as well as drawings in respect of the improvements on the suit property.

22. In cross-examination, he stated that when a wall adjacent to house number. C2 was collapsing, Ramesh Gorasia, called him on 21st October 2010 to pick the documents to enable the 6th defendant apply for approval to undertake repairs. DW3 testified that no approval would have been applied for or obtained without the documents obtained from the plaintiff.

Submissions by the Plaintiff

23. In submissions dated 9th April 2018, counsel for the plaintiff stated that the plaintiff did not give the requisite consent under clause 1(viii) of the lease and that any consent given by the 6th defendant was obtained fraudulently and deceitfully. Counsel submitted that in clear breach of the aforesaid condition, the 1st – 6th defendants obtained approval from the 7th defendant and commenced construction of additional structures on maisonettes C1 and B3 without the requisite consent from the plaintiff. The plaintiff submitted that the 7th defendant's approval was obtained on 11th October 2010 prior to the issuance of the requisite consent from the lessor or the manager.

24. It was also submitted that no written resolution endorsed by all members of the board to prove that the 6th defendant's consent was obtained prior to the alterations was produced. Reliance was placed on the case of **Kenya Commercial Bank Ltd vs. Stage coach Management Ltd Milimani HCCC No. 45 of 2012** where the court struck out a suit commenced by a company without resolutions sanctioning the commencement of the suit. The plaintiff referred to Articles 32, 15, 16 and 23 of the 6th defendant's Articles of Association and argued that no written resolutions signed by 17 members forming a quorum had been adduced to prove that the company's consent was obtained.

25. The plaintiff argued that the 1st – 5th defendants who were directors of the 6th defendant never disclosed their individual interest in the subject matter and were therefore in breach of their fiduciary duty in conducting the affairs of the company. The plaintiff relied on **Mae Properties Ltd vs. Mary Waceke Muigai Nairobi ELC No. 312 of 2004(2017)eKLR**.

26. Lastly, it was submitted that the counterclaim was premature because at the time of filing this suit, all the maisonettes had not been sold and membership fees paid up and the plaintiff was therefore under no obligation to transfer the reversionary interest to the 6th defendant.

Submissions by the 1st, 2nd, 3rd, and 4th Defendants

27. The 1st, 2nd, 3rd and 4th defendants filed submissions dated 22nd June 2018 in which they argued that under clause viii on page 6 of the leases, consent from the plaintiff was not necessary if the same had been obtained from the 6th defendant (the management company). Counsel referred to the case of **Gimalu Estates Ltd vs. International Finance Corporation & another (2006) eKLR** and submitted that if parties intended that the plaintiff's consent be mandatory, they would have stated so in the leases.

Submissions by the 1st, 2nd, 3rd, and 6th Defendants

28. The 1st – 4th defendants argued that a return of allotment filed by the 6th defendant at the Companies Registry confirmed that all the houses in the estate had been sold as at 2009. Counsel submitted that the plaintiff had no business making decisions on the running of the estate since management of the estate had been vested in the 6th defendant. The 1st -4th defendants contended that the plaintiff had failed to prove that the 6th defendant's consent was obtained fraudulently and deceitfully. In support of this submission, counsel relied on the case of **Joseph Karisa Mutsonga vs. Johnson Nyati (1984)eKLR** where it was stated that the standard of proof for fraud is more than a mere balance of probabilities.

29. It was further submitted that the plaintiff was aware of the alterations and that it gave consent through its conduct. Counsel argued that the evidence of DW3 that he was issued with the requisite documents submitted to the 7th defendant by the plaintiff's managing director, Ramesh Gorasia, was not rebutted. The 1st – 4th defendants cited the case of **Titus Muiruri Doge vs. Kenya Cannery Ltd (1988)eKLR** where it was stated that a man who leads another by his words or conduct to believe that he can safely act is estopped from going back on his word when it would be inequitable or unjust for him to do so.

30. In further submissions, the 1st – 4th defendants stated that the plaintiff's contention that there was no quorum in the board meetings was unfounded. Counsel submitted that article 40 of the Articles of Association of the 6th defendant provides for determination of questions arising at any meeting through majority votes as was the case herein. Reference was made to the case of **P. K. Langat & Andrew A. Mondoh vs. Raphael M. A Juma(2001)eKLR** where it was held that Articles of Association generally fix or enable directors of a company to fix the quorum for a board meeting.

31. Lastly, it was submitted that the plaintiff had no reasonable defence why it had failed to transfer the reversionary interest to the 6th defendant in accordance with the lease and the court was referred to the case of **Hong Kong Restaurant Ltd & another vs. Pabco Investments Ltd (2009) eKLR** where the court ordered the transfer of the reversionary interest to the applicant.

Submissions by the 5th, and 6th Defendants

32. The 5th and 6th defendants in submissions dated 20th June 2018 argued that the use of the words "and/or" in clause 1(viii) of the lease permitted the lessor (plaintiff) or the manager (6th defendant) or both of them to give consent for alterations. Counsel submitted that it was not disputed that the 6th defendant gave consent to the 1st – 4th defendants to make alterations to their respective houses. He stated that the said consent was ratified in an annual general meeting held on 20th August 2011.

33. Regarding the reversionary interest, it was submitted that having sold all the long term leases to 37 home owners who in addition each paid Kshs 100,000/- for the purchase of the reversionary interest, the plaintiff had no interest in the suit property. Counsel submitted that a return of allotment filed at the Companies Registry in 2009 shows that all the shares of the 6th defendant had been sold. He argued that under clause 4(iv) of the lease, the plaintiff ought to have transferred the reversionary interest to the 6th defendant on or about 24th September 2009.

34. In submitting that the application for development approval to the 7th defendant was legal and lawful, the 5th and 6th defendants contended that under Section 73 of the Registration of Titles Act (repealed) the plaintiff was deemed to have allowed the use of its name in the application. Counsel further submitted that the application was accompanied by documents such as title, certificate of occupation and

drawings which were in the sole custody of the plaintiff who gave the documents to enable the 6th defendant seek approval.

35. Reference was made to article 28 of the Articles of Association and it was submitted that any directors meeting with a quorum of 2 was a valid directors meeting. Counsel stated that the case of **Kenya Commercial Bank Ltd vs. Stage coach Management Ltd Milimani HCCC No. 45 of 2012** cited by the plaintiff was not applicable while the case of **Mae Properties Ltd vs. Mary Waceke Muigai (supra)** was distinguishable since there was no contract which was to be entered into by the 6th defendant in which the directors had an interest.

36. Lastly, the 5th and 6th defendants submitted that they were entitled to the reliefs sought in the counterclaim having proved that the plaintiff was in breach of clauses 4(viii) and 5(v) of the lease.

Determination

37. At the commencement of the hearing of this suit, parties agreed that the following were the issues to be determined by the court in this suit:

(i) Was the consent of the plaintiff required for the alterations and additions to house numbers B3 and C1?

(ii) Was the alterations or additions in breach of the terms and conditions of the leases?

(iii) Was the demolition by the 7th defendant acting at the behest of the plaintiff lawful?

(iv) Are the 1st - 4th defendants entitled to damages?

(v) Is the 6th defendant entitled to reversionary interest?

(vi) Was the approval for alteration and addition by the 7th defendant fraudulent?

38. I have considered the parties' respective pleadings, evidence and submissions. I have also considered the relevant law. I will make pronouncements on the above six issues in the order in which they were framed by the parties. Issues Numbers (i) and (ii) relate to the legality of the alterations and additions that were done to maisonette number B3 and C1. The plaintiff contends that the works were illegal because they were executed without its written consent. The 1st, 2nd, 3rd, 4th, 5th and 6th defendants contend that the works were legal because they were sanctioned by the 6th defendant. All the parties rely on the leases which bore similar covenants.

39. Under clause (Viii) which appears on page 6 of the leases, the lessees covenanted as follows:

(viii) Not without the written consent of the lessor and/or the manager to make any alteration in or addition to the said premises or remove any partitions door or cupboards or other fixtures therein and not to cut or injure any of the floors walls or timber thereof and not to change the external colour or decoration of the said premises.

40. I have deliberately underlined the words "and/or" because the dispute in this suit revolves around the interpretation of those words. In my interpretation, the lessee was required to obtain consent from both the lessor and the management company or from either of the two. It therefore follows that consent granted by either of the two was adequate for the purpose of undertaking the material works.

41. Both DW1 and DW2 testified that they were directors of the management company. They confirmed that the board of directors of the management company granted written consent in respect of the material works. There was no controverting evidence from any other director or shareholder of the management company.

42. In light of the above evidence, it is the finding of this court that the management company (6th defendant) having given written consent in respect of the challenged works, the consent of the plaintiff was not necessary. Secondly, it is the finding of this court that the material works were not in breach of the terms and conditions of the leases.

43. The third issue relates to the legality of the demolitions undertaken by the 7th defendant. From the evidence tendered by the 1st, 2nd, 3rd and 4th defendants, the additions and alterations were authorized by the City Council of Nairobi through an approval letter dated 11/10/2010. No controverting evidence was tendered to challenge that approval. No evidence was tendered by the 7th defendant to demonstrate the basis upon which it proceeded to demolish the structures which it had duly authorized. Consequently, it is the finding of this court that the demolition by the 7th defendant was unlawful.

44. The 1st, 2nd, 3rd and 4th defendants would ordinarily be entitled to damages against the 7th defendant for the illegal demolition. However, under the existing constitutional and statutory framework, the City Council of Nairobi ceased to exist upon announcement of the results of the 2013 General Elections. The court record does not reflect any order made to bring on board the successor to the City Council of Nairobi. Consequently, no award would lie against an entity that ceased to exist in 2013.

45. The fifth issue is whether or not the 6th defendant is entitled to the reversionary interest in the suit property. Recital Clause E of the leases provided as follows:

"Upon payment of full membership fees of Kshs 100,000 for each of the members of the management company to the lessor, the lessor will transfer the reversionary interest in the lessor to the management company i.e the manager"

46. The above recital clause is replicated as a covenant on part of the plaintiff under Clause 4 (vi) of the leases.

47. PW1 confirmed that all the maisonnettes have been sold and each of the lessees has paid the sum of Kshs 100,000 in tandem with the above requirement. He further confirmed that the plaintiff does not have any other interest in the suit property. In the circumstances, there is no valid reason why the plaintiff should continue to hold the reversionary interest in the suit property. It is therefore the finding of this court that the 6th defendant is entitled to the reversionary interest and the plaintiff is obligated to transfer the same to the 6th defendant forthwith.

48. The last issue relates to the question as to whether or not there was fraud in the obtention of approvals from the 7th defendant. The defendant contended that because it still held the reversionary interest, it was the one which should have obtained the approval from the 7th defendant. On their part, the 1st to 6th defendants led evidence to the effect that the plaintiff's director, Ramesh Gorasia, handed all the requisite documents to the management company (6th defendant) and authorized the management company to procure approval in its name. That evidence was not controverted in any way.

49. Given that the plaintiff had fully disposed its interest in the suit property and its director handed over requisite documents to the management company to facilitate procurement of the approval, I cannot discern any element of fraud on part of the management company or on part of any of the defendants. I do not therefore find fraud in the procurement of the approval.

50. In summary, and in tandem with the issues that were presented by the parties for determination by the court, the court makes the following findings:

(i) The consent of the plaintiff was not required for the alterations and additions to house numbers B3 and C1 because the consent given by the Management company (6th defendant) was adequate;

(ii) The material alterations and/or additions were not in breach of the terms and conditions of the material leases because they were sanctioned by the management company and the 7th defendant.

(iii) The demolition by the 7th defendant was not lawful because the said works had been sanctioned by the 7th defendant.

(iv) The 1st, 2nd, 3rd and 4th defendants would have been entitled to special damages against the 7th defendant. However, because the 7th defendant no longer exists in law and no application was made for substitution, no award would be made against the 7th defendant.

(v) The 6th defendant is entitled to immediate transfer of the reversionary interest in the suit property LR Number 9116 comprised in Grant Number IR 9902.

(vi) The approval for alterations and additions by the 7th defendant was not fraudulent

51. Consequently, the court makes the following disposal orders:

a) The plaintiff's suit herein is wholly dismissed.

b) The counterclaim by the 6th defendant is allowed in the following terms:

(i) It is hereby declared that Taj Villas Management Limited is entitled to immediate transfer of the reversionary interest in Land Reference Number 9116 comprised in Grant Number IR 9902,;

(ii) The plaintiff, Taj Mall Limited, is hereby directed to transfer the reversionary interest in the suit property to Taj Villas Management Limited within 60 days; and

(iii) In default of transfer by Taj Mall Limited, the Deputy Registrar of this court shall execute all the documents necessary for transfer of the reversionary interest in the suit property to Taj Villas Management Limited.

c) Each party shall bear own costs of this suit.

DATED, SIGNED AND DELIVERED AT NAIROBI ON THIS 24TH DAY

OF OCTOBER 2018.

B M EBOSO

JUDGE

In the presence of:-

Mr Balala holding brief for Mr Mwangambo Advocate for the 1st- 4th defendants

Mr Balala holding brief for Mr Owino advocate for the 5th-6th defendants

June Nafula - Court Clerk