



**Nyasimi v Huyer & 3 others (Civil Appeal E560 of 2021)
[2025] KECA 758 (KLR) (9 May 2025) (Judgment)**

Neutral citation: [2025] KECA 758 (KLR)

**REPUBLIC OF KENYA
IN THE COURT OF APPEAL AT NAIROBI
CIVIL APPEAL E560 OF 2021
W KARANJA, J MOHAMMED & WK KORIR, JJA
MAY 9, 2025**

BETWEEN

DR MARY KERUBO NYASIMI APPELLANT

AND

SOPHIE HUYER 1ST RESPONDENT

**INTERNATIONAL LIVESTOCK RESEARCH INSTITUTE (ILRI) 2ND
RESPONDENT**

KADRA RAYALE 3RD RESPONDENT

WORLD UNIVERSITY SERVICE OF CANADA 4TH RESPONDENT

*(An appeal against the Ruling of the High Court of Kenya at Nairobi
(J.K. Serگون, J.) dated 26th August 2021 in Civil Suit No. 252 of 2019)*

JUDGMENT

1. Dr. Mary Kerubo Nyasimi, the appellant, filed a plaint dated 19th November 2019 before the High Court at Nairobi alleging libel against Sophie Huyer, Kadra Rayale, International Livestock Research Institute (ILRI), and World University Service of Canada, the respective 1st to 4th respondents herein. In her main prayer, she sought general, exemplary, and aggravated damages. She also prayed for an order of apology, costs of the suit, and interest on the damages and costs. The 1st and 3rd respondents filed a joint statement of defence, and the 2nd and 4th respondents similarly filed a joint statement of defence. In addition, the 1st and 3rd respondents filed a notice of motion dated 27th July 2020, supported by an affidavit sworn by Ian Wright, the Deputy Director General, Research and Development of the 3rd respondent seeking the striking out of the plaint on the ground that the 3rd respondent enjoyed immunity from legal proceedings in Kenya, a protection that equally extended to the 1st respondent by virtue of her



2. In a ruling delivered on 26th August 2021, Serگون, J. struck out the appellant’s plaint as prayed in the motion of the 1st and 3rd respondents. The learned Judge also found that any legitimate claims by the appellant against the 1st and 3rd respondents should have been directed to the Ministry of Foreign Affairs, being the appropriate alternative dispute resolution mechanism.
3. The appellant is dissatisfied with the ruling and, through her undated memorandum of appeal, raises five grounds of appeal, which we reproduce verbatim as follows:
 - “ 1. The learned Judge of the superior court erred in law and in fact by finding that the nature of the transaction between the Appellant/Plaintiff and the 1st and 3rd Respondents/Defendants was in exercise of the International Livestock Research Institute’s (ILRI) sovereign function or multinational nature, as opposed to a purely private and commercial transaction, and thus affording them immunity from legal processes as set out in Section 9 and 11 of the [Privileges and Immunities Act](#) Cap 179 Laws of Kenya.
 2. The learned Judge erred in fact while finding, without any evidence being adduced orally or otherwise at a full hearing, but from a cursory glance of the pleadings, that the transaction between the Appellant/Plaintiff and the 1st and 3rd Respondents/Defendants, was not private in nature thus affording them immunity under the [Privileges and Immunities Act](#) Cap 179 Laws of Kenya and therefore dismissing the suit as against them.
 2. The learned Judge erred in law by failing to address his mind on the legal provisions of [Legal Notice No. 2 of 2001](#) of the Privileges and Immunities (International Livestock Research Institute (ILRI)) Order 2000 as read alongside the [Privileges and Immunities Act](#) which ousted the immunity from legal proceedings, as enjoyed by the 1st and 3rd Respondents/Defendants.
 3. The learned Judge erred in law and in fact by dismissing the suit wholly as against the 1st and 3rd Respondents/Defendants on account of exhaustion of remedies by failing to, in the alternative, refer the same to the Ministry of Foreign Affairs for negotiation and settlement if at all.
 4. The learned Judge erred in law and in fact by finding that the dispute between the appellant and the 1st and 3rd Respondents/Defendants can only be ventilated before the Ministry of Foreign Affairs and that the immunity thereof had not been waived by the virtue of [Legal Notice No. 2 of 2001](#) of the Privileges and Immunities (International Livestock Research Institute (ILRI)) Order 2000.”
 4. From the 1st and 3rd respondents’ notice of motion and the supporting affidavit, the application was premised on the facts that the International Laboratory for Research on Animal Diseases (ILRAD) was established on 25th September 1973 through a Memorandum of Agreement (MOA) between the Government of Kenya’s Ministry of Agriculture and the Rockefeller Foundation, representing the Consultative Group on International Agricultural Research (CGIAR). Through the agreement, the Kenyan Government agreed to provide essential privileges and facilities, including regional, national, and local tax exemptions, to support ILRAD’s research initiatives. On 2nd April 1993, the Government of Kenya and ILRAD signed an agreement to regulate the operations of ILRAD’s headquarters, reaffirming the 1973 MOA and reasserting the privileges and immunities. This led to the publication of [Legal Notice No. 134 of 1993](#), which granted ILRAD specific benefits under the [Privileges and Immunities Act](#), Cap. 149, Laws of Kenya.
 5. On 24th September 1994, the State Parties formalized an agreement that transitioned ILRAD into the International Livestock Research Institute (ILRI), culminating in the Host Country Agreement



(HCA) signed on 29th December 1994. This agreement established the legal framework for ILRI's operations in Kenya, ensuring a supportive environment for research. The HCA and Article 18 of ILRI's Constitution led to the issuance of [Legal Notice No. 2 of 2001](#), which extended the privileges and immunities granted to ILRAD to ILRI. It was the 3rd respondent's assertion that it enjoyed immunity from legal processes unless explicitly waived, which had not been done in the case. According to the HCA, the 1st and 3rd respondents are entitled to immunity as per sections 9 and 11 of the [Privileges and Immunities Act](#). It was Ian Wright's averment that the suit violated this immunity and the appellant had also not followed the dispute resolution procedure specified in the HCA, which required any claims against ILRI to be referred to the Ministry of Foreign Affairs for negotiation. Consequently, the 1st and 3rd respondents deposed that the suit was premature as the established dispute resolution mechanism had not been exhausted, and given the protections outlined in the HCA, the trial court lacked jurisdiction to hear the case.

6. In her replying affidavit dated 18th August 2020, the appellant referred to the 1973 memorandum of agreement, [Legal Notice 134 of 1993](#), and specifically [Legal Notice 2 of 2001](#) and asserted that these legal instruments did not provide immunity from legal processes as deposed by the 1st and 3rd respondents but were confined to exempting the 3rd respondent from payment of taxes. She also deposed that despite the 3rd respondent's historical immunities, [Legal Notice 2 of 2001](#) did not grant blanket immunity to the 1st and 3rd respondents. Further, that the privileges and immunities specified in paragraphs 3 to 6 of Part I of the Fourth Schedule of the [Privileges and Immunities Act](#) granted to the 3rd respondent through [Legal Notice 2 of 2001](#) did not exempt the 1st and 3rd respondents from suits or legal process contrary to their averment. It was also her deposition that [Legal Notice 2 of 2001](#), as a later order, overrode the provisions of the earlier agreements regarding the requirement for exhaustion of remedies. She emphasized that the legal framework allowed the Minister to issue orders interfering with immunity and prayed that the application be dismissed with costs.
7. When this matter came up for hearing on 17th December 2024, learned counsel, Mrs. Ligunya, appeared for the appellant while her counterpart, Ms. Kadima, appeared for the 1st and 3rd respondents. There was no appearance for the 2nd and 4th respondents despite service of the hearing notice. They also did not file any submissions. Counsel for the represented parties opted to rely entirely on the filed submissions.
8. In the submissions dated 6th September 2022, learned counsel Mrs. Ligunya urged the Court to allow the appeal, arguing that the learned Judge erred by classifying the transaction between the 1st and 3rd respondents as part of ILRI's sovereign function rather than a private commercial transaction. Counsel argued that the nature of the employment relationship should have been evaluated to determine its classification. Counsel pointed out alleged contradictions in the trial Judge's reasoning, emphasizing that although he acknowledged uncertainty regarding the dispute's nature, the learned Judge erred when he went ahead and ruled that the dispute fell under Article V (2) of the Host Country Agreement. Counsel submitted that such a conclusion led to the premature granting of immunity without a full hearing. Citing *Unicom Limited vs. Ghana High Commission* [2016] eKLR and *Rahimtoola vs. Nazim of Hyderabad* [1958] A.C. 379, counsel submitted that immunity should be based on the nature of the dispute, stating that if the dispute concerns commercial transactions, immunity should not apply. According to counsel, the learned Judge should have found that he had jurisdiction to entertain the dispute once he acknowledged the difficulty in determining the nature of the transaction and thus erred in proceeding to find that immunity applied.
9. Learned counsel proceeded to urge that the learned Judge overlooked [Legal Notice No. 2 of 2001](#) as read with the [Privileges and Immunities Act](#), Cap. 179, which restricted the immunity of the 1st and 3rd respondents to specific exemptions outlined in the Act. She argued that [Legal Notice No. 2 of 2001](#)



limited the immunity of the 1st and 3rd respondents and superseded the broader provisions found in the Host Country Agreement. Additionally, counsel argued that the immunity infringed on the appellant's right to access justice under Article 48 of *the Constitution*. Finally, learned counsel faulted the learned Judge for not referring the matter to the Ministry of Foreign Affairs for negotiation as permitted by Article V (2) of the Host Country Agreement instead of dismissing the suit.

10. The 1st and 3rd respondents opposed the appeal through submissions dated 9th December 2024 filed by the law firm of Oraro and Company Advocates. Through the submissions, it was urged that the privileges and immunities granted to the 3rd respondent covers the organization itself and its employees, the 1st respondent included. Article V of the Host Country Agreement, *Legal Notice No. 134 of 1993*, and *Legal Notice No. 2 of 2001* were relied upon to support the submission that the immunity applicable to ILRI encompasses its members of staff in the context of their official responsibilities. Additionally, learned counsel for the 1st and 3rd respondents submitted that the alleged libelous statements were made within the bounds of the 1st respondent's official functions and duties at ILRI. To this end, counsel relied on *Karen Njeri Kandie vs. Alssane Ba & Another* [2015] eKLR to advance the argument that when officials of a privileged entity engage in acts within the scope of their official duties, they are entitled to immunity from legal liability. Learned counsel distinguished official engagement from commercial activity by relying on the definition provided by Laws, J. in *Propend Finance Pty Ltd & others vs. Sing & Another* [1987] 3 All ER 974 that the expression "professional or commercial activity" refers to any "activity which might be carried on by the diplomat on his own account for profit." Therefore, counsel concluded that the alleged exceptions to privileges and immunities did not apply in this case.
11. Ms. Kadima reiterated the 1st and 3rd respondents' assertion that they had not relinquished their immunities concerning legal processes in this matter. Counsel referred to the decision of Onesmus Makau J. of the Employment and Labour Relations Court in *Joshua Mulei Kimweli vs. International Centre for Research Agroforestry (ICRAF)* [2019] eKLR to underscore the need for the courts to honour immunities, so as not only to maintain compliance with Kenya's international obligations but also to facilitate the effective functioning of international organizations present within the country's borders. Counsel further submitted that under Article 2(5) and (6) of *the Constitution*, the general rules of international law and any treaties or conventions ratified by Kenya shall form part of the law of Kenya.
12. Additionally, it was learned counsel's position that even if the 1st and 3rd respondents had waived their immunity, the appellant should have pursued the alternative dispute resolution mechanism outlined in the Host Country Agreement before initiating legal proceedings in court. Counsel reiterated that Article V of the Host Country Agreement specified that any disputes or legal claims against ILRI in Kenya, other than those initiated by the Kenyan Government, must first be referred to the Ministry of Foreign Affairs for negotiation and resolution. Counsel relied on *Fleur Investments Ltd vs. Commissioner of Domestic Taxes & Another* [2018] eKLR to buttress the argument that alternative dispute resolution mechanisms should first be exhausted before the institution of court proceedings. Consequently, counsel urged us to dismiss the appeal with costs.
13. This being a first appeal, we have a duty, in compliance with rule 31(1)(a) of the Court of Appeal Rules, to re-evaluate, re-analyze, and re-consider the evidence afresh and draw our own independent conclusions. Pursuant to this mandate, we have reviewed the record, the submissions, and the authorities cited by parties. In our view, the three issues whose determination resolves this appeal are whether the 1st and 3rd respondents were immune from the appellant's suit, whether the relationship between the appellant on the one hand and the 1st and 3rd respondents on the other hand was within



the scope of the immunity, and whether the trial court should have referred the dispute to the Ministry of Foreign Affairs.

14. The historical background leading to the establishment of ILRI is not in doubt or disputed. The key aspects of the background include the negotiations culminating in the Memorandum of Agreement between the Government of Kenya's Ministry of Agriculture and the Rockefeller Foundation, representing the Consultative Group on International Agricultural Research dated 25th September 1973, the agreement between the Government of Kenya and ILRAD dated 2nd April 1993 for regulation of the operations of ILRAD's headquarters, and the agreement dated 24th September 1994 transitioning ILRAD to ILRI and finally, the Host Country Agreement signed on 29th December 1994. Also relevant are Legal Notices No. 234 of 1993 and No. 2 of 2001.
15. According to the appellant, the privileges and immunities granted to the 1st and 3rd respondents were limited to the scope expressly provided in the [Legal Notice No. 2 of 2001](#) (ILRI Order 2000). In the said notice, the 1st and 3rd respondents were entitled to immunities specified under paragraphs 3 to 6 of Part I and paragraphs 2 to 7 of Part III of the Fourth Schedule of the [Privileges and Immunities Act](#). However, in our view, the intent of the ILRI Order 2000 cannot be ascertained without reference to the textual provisions of the [Privileges and Immunities Act](#). In that regard, section 9 (2) (a) and (3) of the [Privileges and Immunities Act](#) provides as follows:
 - “(1) This section shall apply to an organization which the Minister may, by order, declare to be an organization of which Kenya, or the Government, and one or more foreign sovereign powers, or the government or governments thereof, are members.
 2. The Minister may, by order -
 - a. provide that an organization to which this section applies (hereinafter referred to as the organization) shall, to such extent as may be specified in the order, have the immunities and privileges set out in Part I of the Fourth Schedule to this Act, and shall also have the legal capacities of a body corporate;
 - b. ...
 3. An order under subsection (2) of this section shall be so framed as to secure that there are not conferred upon any person immunities or privileges greater in extent than those which, at the time of the making of the order, are required to be conferred on that person in order to give effect to any international agreement in that behalf and that no immunity or privilege is conferred upon any person as the representative of the Government of Kenya or as a member of the staff of such representative.” (Emphasis ours)
16. In our understanding, by enacting the ILRI Order 2000, the Minister for Foreign Affairs was performing his mandate under section 9(2)(a) as read with 9(3) of the Act, which did not in any way alter or amend the provisions of the ILRI Host Country Agreement. Section 9 (2) (a) is clear that the Minister's role in the gazettelement is limited to the immunities and privileges set out in Part I of the Fourth Schedule to the Act. On the other hand, section 9 (3) is meant to regulate the scope of the performance of the ministerial function under section 9 (2) (a) to keep it within the boundaries of an international agreement, like the ILRI Host Country Agreement. Therefore, we find difficulty in



agreeing with the appellant that the Minister could in any way alter, amend or override the express provisions of the Host Country Agreement through the ILRI Order 2000.

17. Having discounted the appellant’s assertion that the ILRI Order 2000 altered the Host Country Agreement, the question that follows is whether, under the agreement, the 1st and 3rd respondents enjoyed immunity whose effect shielded them from legal process. Our journey in this endeavour leads us to Articles V and XIV(a) of the Host Country Agreement, which provide as follows:

“ Article V

Immunity from Legal Process

1. ILRI, its property, assets, and other facilities, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular instance it has waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.
2. Any dispute or legal claim brought against ILRI in Kenya, other than by the Kenyan Government, shall be referred to the Ministry of Foreign Affairs for negotiation and settlement.

...

Article XIV

Undertakings of the Government with Regard to ILRI’s Scientific and Administrative Staff

1. The Government shall grant to ILRI scientific and administrative staff and their dependants, privileges and immunities not less favourable than those granted to the staff of comparable rank of other international organizations in Kenya. Without limitation to the foregoing, the Government undertakes:
 - a. To grant such persons immunity from legal process in respect of words spoken or written and acts performed by them in their official capacity; such immunity will continue notwithstanding that the person concerned may have ceased to be an official of ILRI...”

18. A cursory look at the above provisions leaves no doubt that the 1st and 3rd respondents were granted immunity against legal proceedings in Kenya, except where the Government of Kenya brought the suit. This is the undertaking of the Kenyan Government under Article XIV of the Host Country Agreement and even under Article 18 of *the Constitution* of ILRI. The government could not backtrack on this mandate, and as we have already pointed out, the ILRI Order 2000 did not alter these undertakings by the Government. Our views are fortified by the decision in *Karen Njeri Kandie vs. Alssane Ba & Another* (supra), where the Court held that:

“On the question of immunities and privileges the Constituent Charter recites Kenya’s selection to host Shelter Afrique and in consideration of that and as a signatory to the said Memorandum of Understanding has agreed to grant Shelter Afrique and its personnel “such privileges and immunities not less favourable than those granted to the headquarters personnel of international organizations in Kenya”.



Taking all of these instruments together, it seems plain to us that Kenya did voluntarily enter into agreements and obligations that are binding upon it. It gave undertakings with regard to immunities and privileges for the respondents that it cannot lawfully renege from. The principle of international law rendered *pacta sunt servanda*, that treaties are meant to be binding which imposes an obligation on parties thereto to serve or honour them, seems to us to be a salutary and indispensable element of international intercourse. It follows, therefore, that in enacting the Shelter Afrique Act, Kenya was obligated to ensure that it did not repeal, amend, or add to what it had voluntarily undertaken.”

19. Turning to the appeal at hand, it would appear that the learned trial Judge grappled with the scope of the immunity. The appellant has also questioned the scope of the immunity, asserting that it was not a blanket one but was dependent on the nature of the transaction between the parties. In that regard, the test established in the *Ministry of Defence of the Government of the United Kingdom vs. Joel Ndegwa* [1983] KECA 114 (KLR) applies. In that case, the Court held that:

“It is apparent that there is no absolute sovereign immunity. It is restrictive. The test is whether the foreign sovereign or government was acting in a governmental or private capacity then the doctrine will apply otherwise it will not afford protection to a private transaction. The nature of the act is, therefore, important.”

20. In relation to the test established above, the appellant took issue with the findings of the learned Judge in paragraphs 22 and 23 of the impugned judgment, thus:

“22. A cursory look at the pleadings will reveal that at this stage, it cannot be said that the cause action relates to private or governmental transaction. It is therefore clear that this court is unable at this stage to conclude that the plaintiff’s dealings with the 1st and 3rd defendants was private or governmental.

23. I am convinced that the dispute between the plaintiff and the 1st and 3rd defendants falls within that envisaged under Article V (2) of the Host Country Agreement. Consequently, any legitimate claim against 1st and 3rd defendants can only be ventilated before the Ministry of Foreign Affairs as an alternative dispute resolution mechanism. In other words, the 1st and 3rd defendants enjoy immunity unless it is waived...”

21. Contrary to the submission by the appellant that the above holding was contradictory, our reading of the decision of the trial court as a whole is that the learned Judge found that the 1st and 3rd respondents were immune from legal process. Thus, in paragraph 24 of the decision, the learned Judge firmly concludes that:

“In the end, I am convinced that the suit as against the 1st and 3rd defendants is improperly before this court because the 1st and 3rd defendants enjoy immunity from legal process. I also find that the plaintiff has failed to exhaust the available alternative dispute resolution mechanism provided for under Article V (2) of the Host Country Agreement.”

22. In exercise of our mandate on a first appeal, we have perused the pleadings and statements filed by the parties. It is apparent from the pleadings and statements that the 1st respondent was acting in her capacity as an employee of the 3rd respondent and her actions could not have been said to have been done on her own account for profit. In other words, there was nothing personal and the immunity



granted to the 3rd respondent clearly applied and extended to the 1st respondent in those circumstances. We are therefore convinced, and the record also shows that the suit was brought by the appellant against ILRI and fell afoul of the protections of Article V (2) of the Host Country Agreement.

23. As to the relationship between the 1st respondent and the 3rd respondent, one need not look beyond paragraph 2 of the appellant's plaint. The appellant herself described the 1st respondent as an employee of the 3rd respondent. It is also important to appreciate that the 1st respondent's uncontroverted plea was that the words complained of were written in her mandate as an employee of the 3rd respondent, thereby bringing her actions within the provisions of Article XIV(a) of the Host Country Agreement.
24. In the end, we find that the learned Judge rightly found that the 1st and 3rd respondents had a subsisting immunity against the legal proceedings and that the appellant's claim should have been lodged with the Minister for Foreign Affairs as per the provisions of Article V(2) of the Host Country Agreement.
25. Despite faulting the learned Judge for allowing the 1st and 3rd respondents' motion, the appellant nevertheless went ahead and submitted that the learned Judge erred by striking out the suit instead of referring the dispute to the Ministry of Foreign Affairs for resolution. It must be appreciated from the outset that the notice of motion which gave rise to the ruling that is the subject of this appeal challenged the trial court's jurisdiction on the ground that the 1st and 3rd respondents enjoyed immunity. Having found that such immunity existed as claimed, no competent suit was left before the trial court to be transferred to another forum. Having been filed before a court bereft of jurisdiction, the suit became a nullity in law and amounted to nothing. The learned Judge was therefore right in striking out the suit. Thus, in *Equity Bank Limited vs. Bruce Mutie Mutuku t/a Diani Tour & Travel* [2016] KECA 250 (KLR) it was held that:

“In numerous decided cases, courts, including this Court have held that it would be illegal for the High Court in exercise of its powers under section 18 of the *Civil Procedure Act* to transfer a suit filed in a court lacking jurisdiction to a court with jurisdiction and therefore sanctify an incompetent suit. This is because no competent suit exists that is capable of being transferred. Jurisdiction is a weighty fundamental matter and to allow court to transfer an incompetent suit for want of jurisdiction to a competent court would be to muddle up the waters and allow confusion to reign. It is settled that parties cannot, even by their consent confer jurisdiction on a court where no such jurisdiction exists. It is so fundamental that where it lacks, parties cannot even seek refuge under the “O2” principle or the overriding objective under the *Civil Procedure Act*, the *Appellate Jurisdiction Act* or even Article 159 of *the Constitution* to remedy the situation. In the same way, a court of law should not through what can be termed as judicial craftsmanship sanctify an otherwise incompetent suit through a transfer.”

26. Finally, the appellant argued that by affirming the immunity, she was denied the right under Article 48 of *the Constitution* to access justice. Our take is that the appellant's right to access to justice was never infringed by the existence of the immunity. As we have already pointed out, the appellant was provided with another forum before the Minister of Foreign Affairs under Article V (2) of the Host Country Agreement. In the multifaceted approach of accessing justice, the immunity provisions, though shutting the door to the court system, left the alternative of resolution through the Ministry of Foreign Affairs open. In conclusion to this issue, we refer to *Kandie vs. Alassane BA & Another* [2017] KESC 13 (KLR), where the Supreme Court, when faced with the question as to whether upholding



the immunity of diplomatic missions and its employees violated Article 48 of *the Constitution*, held that:

“In that regard, it must be noted that the right of access to justice provided under article 48 is not an absolute right listed under article 25 of *the Constitution*, and therefore it can, in proper circumstances, be limited by the law. In invoking Article 24(3), the respondents have presented submissions as to why this right is reasonably and justifiably limited. It was argued on their behalf that, immunity is only a procedural bar, and not a limitation of the right to access justice, and it was not a disproportionate limitation as it served the purpose of fulfilling international law obligations of allowing diplomatic missions and its employees to carry out their functions. We agree with that submission, and find that it is not unjustified to hold that the legitimate aim of diplomatic immunity is for the state to meet its obligations under international law, and to allow diplomats and those clothed with diplomatic immunity, like the respondents, to effectively conduct their official functions, without any hindrance.

In concluding on this issue, we therefore find that after balancing the right of the appellant to access justice, and Kenya’s obligation to ensure that it meets its international obligations of letting the respondents work without hindrance, the limitation on the right to access courts is not disproportionate. The conferment of immunity for the purposes of Kenya upholding its international law obligations, is to that extent, a reasonable and justifiable limitation of the right to access justice as provided under article 48 of *the Constitution*, and we so hold.”

27. In the end, we find that this appeal lacks merit and is for dismissal. The appeal is therefore dismissed with costs to the 1st and 3rd respondents.

DATED AND DELIVERED AT NAIROBI THIS 9TH DAY OF MAY 2025

W. KARANJA

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JUDGE OF APPEAL

JAMILA MOHAMMED

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JUDGE OF APPEAL

W. KORIR

.....

JUDGE OF APPEAL

I certify that this is a true copy of the original.

Signed

DEPUTY REGISTRAR.

