



**Imbusa v Murunyu & another (Environment and Land Appeal
E037 of 2023) [2024] KEELC 1675 (KLR) (7 March 2024) (Judgment)**

Neutral citation: [2024] KEELC 1675 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT AND LAND APPEAL E037 OF 2023**

JO MBOYA, J

MARCH 7, 2024

BETWEEN

HELLEN ANYONA IMBUSA APPELLANT

AND

HENRY MBURU MURUNYU 1ST RESPONDENT

TUNZA VENTURES 2ND RESPONDENT

JUDGMENT

Introduction And Background

1. The Appellant herein felt aggrieved and/or dissatisfied with the Judgment and decision of the Learned Chairperson of the Rent Restriction Tribunal dated and delivered on the 6th October 2023; and thereafter same proceeded to and filed the Memorandum of appeal dated the 24th October 2023.
2. Pursuant to and by dint of the Memorandum of Appeal, the Appellant herein has impleaded the following grounds of appeal [verbatim]:
 - i. The Learned magistrate erred in disregarding the weight of evidence of the Appellant.
 - ii. The Learned magistrate erred in failing to consider the Appellant's evidence to the effect that she filed her list of households goods in court but the chairman did not consider the same.
 - iii. The Learned magistrate erred in law and fact when he granted the prayers in the counterclaim and he failed to appreciate that the Appellant had overpaid the rent up to March 2024.
 - iv. The Learned magistrate erred in fact by failing to establish that there were conflicting statements by both the Appellant and the Respondents in the one hand the Respondent in an Affidavit admitting that his house rent was Kshs.2, 500/= and on the other hand that the Appellant throughout paid Kshs.3, 000/= thus overpaying the rent.



- v. The Learned magistrate erred in failing to appreciate the exhibit produced by the Appellant and the weight of evidence of the exhibits.
3. The instant Appeal came up for directions on the 14th February 2024; whereupon the Parties agreed to canvass and dispose of the Appeal before one Judge, sitting at Nairobi for one [1] day. Furthermore, the Parties herein also covenanted to canvass the Appeal by way of written submissions.
4. Arising from the foregoing, the Honourable court proceeded to and gave directions in accordance of the provisions of Order 42 Rule 13 of the Civil Procedure Rules, 2010; inter-alia that the appeal be canvassed by way of written submissions.
5. Other than the foregoing, the Honorable court proceeded to and circumscribed the timeline[s] for the filing and exchange of the written submissions. Instructively, the Appellant proceeded and filed written submissions dated the 19th February 2024; whereas the Respondent filed written submissions dated the 5th March 2024.
6. Both sets of written submissions are on record.

Parties' Submissions:

a. Appellant's Submissions:

7. The Appellant herein adopted and reiterated the grounds contained at the foot of the Memorandum of appeal and thereafter same proceeded to and highlighted four [4] salient issues for consideration by the court.
8. Firstly, the Appellant herein has submitted that even though same was a lawful and legitimate tenant of the 1st Respondent, paying her monthly rents to and in respect of the demised premises timeously, the 1st Respondent herein unleashed the 2nd Respondent, who proceeded to and subjected the Appellant to unlawful harassment and ultimate eviction from the demised premises.
9. Secondly, the Appellant herein has further submitted that during and in the course of the unlawful eviction, which was orchestrated by the 1st Respondent and undertaken by the 2nd Respondent, the Appellant's households goods were variously damaged. Additionally, the Appellant herein has ventured forward and contended that the value of the assorted households goods which were damaged amounted to Kes.118, 400/= only; which amount the Appellant sought to recover from the Respondent.
10. Thirdly, the Appellant herein has submitted that even though same tendered and placed before the Honorable tribunal sufficient and credible evidence to confirm the extent of the damaged goods, the Chairperson of the tribunal disregarded the evidence tendered and thereby failed to decree recompense on account of the damages, which was occasioned by the Respondents herein.
11. Fourthly, the Appellant herein also contended that the Chairperson of the tribunal proceeded to and held that the Appellant was in rent arrears and thereafter proceeded to decree payment of such rent arrears, despite the fact that the Appellant had tendered and produced before the court evidence to demonstrate that same [Appellant] had overpaid rents up to and including March 2024.
12. Additionally, the Appellant herein contended that by finding that the Appellant was in rent arrears and thereafter proceedings to award the 1st Respondent rent arrears in the sum of Kes.72, 000 Only, the Learned chairperson of the tribunal was in error, which ought to be reviewed, vacated and/or corrected.



13. Finally, the Appellant herein has also submitted that the chairperson of the tribunal also erred in law and fact in condemning the Appellant to pay rent arrears in the sum of Kes.72, 000/= only, even though the 1st Respondent had withdrawn the claims at the foot of the Counterclaim.
14. Arising from the foregoing, the Appellant herein has thereafter implored the Honourable court to find and hold that the Judgment and decision of the Chairperson of the tribunal is wrought with and replete of serious errors of omissions and commission[s]; and therefore the court ought to allow the appeal and set aside the impugned Judgment.
15. Other than the foregoing, the Appellant has implored the Honourable court to proceed to allow costs of the appeal, as well as the costs of the proceedings at the tribunal unto her [Appellant]

b. Respondent's Submissions:

16. The Respondents' herein filed written submissions dated the 5th March 2024: and wherein same have raised, highlighted and canvassed four [4] salient issues for consideration by the Honourable court.
17. First and foremost, Learned counsel for the Respondents has submitted that though the Appellant adverted to and contended that same had lost assorted household items as a result of (sic) the actions and/or omissions of the Respondents herein, same [Appellant] neither tendered nor produced before the court any evidence, whatsoever to vindicate the claim under reference.
18. In particular, Learned counsel for the Respondents has further submitted that what the Appellant did was to implead the claim for compensation in the sum of Kes.118, 400/= only, in the body of the Plaintiff and thereafter left same for the court to award.
19. Arising from the foregoing, Learned counsel for the Respondents has submitted that the burden of proving, inter-alia, that the Appellant suffered and/or incurred the kind of damages alluded to, fell on the shoulders of the appellant herein and not otherwise.
20. Be that as it may, Learned counsel for the Respondent[s] contended that the Appellant before the court failed to establish and prove her claim for compensation and in this regard, the claim for such compensation remained unproven.
21. Secondly, Learned counsel for the Respondents has submitted that the claim attendant to the damages to the households goods, which were alluded to by the Appellant, fall within the cluster of what constitute special/liquidated claims; which ought to be particularly pleaded and thereafter specifically proved.
22. Nevertheless, Learned counsel for the Respondent[s] has submitted that the Appellant did not discharge the burden of proof either as required under the law or at all.
23. In support of the foregoing submissions, Learned counsel for the Respondent has cited and quoted, inter-alia, the case of Capital Fish Ltd vs Kenya Power & Lighting Company Ltd (2016)eKLR and David Bagine vs Martine Bundi (1997)eKLR, respectively.
24. Thirdly, Learned counsel for the Respondents has submitted that though the Appellant herein has submitted on the question of (sic) over payments on account of rents up to and including March 2024; however, Learned counsel for the Respondent has pointed out that the claim touching on (sic) the overpayment of rents, was merely introduced by the Appellant during the hearing of the case and not at the onset.



25. Furthermore, Learned counsel for the Respondents has submitted that the claim pertaining to (sic) overpayments of rents up to and including March 2024, is contrary to and at variance with the pleadings [plaint] which was filed by and on behalf of the Appellant.
26. Further and in any event, Learned counsel for the Respondents has also submitted that the claim founded and/or anchored on the alleged over payment of rents is also contrary to the admitted position by the Appellant, which position culminated into the order of the tribunal made on the 23rd May 2023; as well as on the 8th August 2023, respectively.
27. In a nutshell, Learned counsel for the Respondent[s] has contended that the claim founded on (sic) n overpayment of rents up to and including March 2024, was therefore being introduced by the Appellant, albeit to camouflage and obscure the real issue[s] in dispute.
28. Finally, Learned counsel for the Respondents has submitted that the Appellant herein tendered evidence which demonstrated the manner in which the rents for and in respect of the demised premises was increased from kes.2, 000/= up to and including Kes.3, 000/-, which amount[s] the Appellant herein had continued to pay, prior to and before same [Appellant] lapsed into default.
29. Premised on the foregoing, Learned counsel for the Respondent has therefore submitted that the Appeal by and on behalf of the Appellant is devoid of merits and thus ought to be dismissed with costs to the Respondents.

Issues For Determination:

30. Having reviewed the Record of Appeal; the Evidence tendered [both oral and documentary] and having considered the written submissions filed by and on behalf of the Parties, the following issues do arise [emerge] and are thus worthy of determination;
 - i. Whether or not the instant Appeal was filed timeously and in accordance with the provisions of Section 8(2) of The [Rent Restriction Act](#), Chapter 296 Laws of Kenya; as read together with the Rent Restriction [Appels] Rules.
 - ii. Whether the claim by and on behalf of the Appellant for recompense in the sum of Kes.118, 400/= only on account of the damaged household goods was duly established and proved.
 - iii. Whether or not the Appellant herein was condemned to pay rent arrears in the sum of Kes.72, 500/=Only, either has contended or otherwise.

Analyis And Determination:

Issue Number 1 Whether or not the instant Appeal was filed timeously and in accordance with the provisions of Section 8(2) of The [Rent Restriction Act](#), Chapter 296 Laws of Kenya; as read together with the Rent Restriction [Appels] Rules

31. It is common ground that the Appellant herein filed and/or mounted the original suit before the Rent Restriction Tribunal and in respect of which the Appellant sought for a plethora of reliefs.
32. Instructively, the Appellant sought for, inter-alia, an order to restrain the Respondents from evicting her [Appellant] from the demised premises situate within Mathare North Estate, and order for rent arrears to be cleared within two months and compensation in the sum of Kes.118, 400/= only.



33. Pursuant to and upon the filing of the claim before the Rent Restriction tribunal, the tribunal proceeded to and entertained the dispute, culminating into the rendition/ delivery of a Judgment on the 6th October 2023.
34. Suffice it to point out that it is the said Judgment which was rendered on the 6th October 2023; which has aggrieved the Appellant and thus provoked the filing of the Appeal beforehand.
35. To the extent that the appeal beforehand touches on and/or arises from the decision of the Rent Restriction tribunal, it is imperative to state and underscore that an appeal, if any; that would arise from such a Judgment would have to be filed in accordance with the provisions of Section 8(2) of the Rent Restriction Tribunal Act, Cap 296 Laws of Kenya.
36. For ease of reference, the said [sic] provisions are reproduced as hereunder;
 8.
 - (1) Except as provided by subsection (2), every decision, determination and order of the tribunal under the provisions of this Act shall be final and conclusive, and no appeal shall lie therefrom to any court.
 - (2) An appeal shall lie to the High Court from any such decision, determination or order in the following cases –
 - (a) in the case of an order under subsection (5) of section 6; or (b) on any point of law; or (c) in the case of premises whereof the standard rent exceeds one thousand shillings a month, on any point of mixed fact and law, and for the purposes of this subsection, the determination of any rent or of any sum shall be a matter of fact.
37. From the provisions of Section 8(2) [supra], what is evident and apparent is that a Party aggrieved by the Judgment and/or decision of the tribunal is conferred with a right of appeal. However, it is worthy to underscore that the timelines for filing an appeal have neither been captured nor expressly provided for in the body of the Act.
38. Nevertheless, it suffices to point out that the Act itself by dint of Section 37 thereof; has provided for the enactment of regulations inter-alia the regulations guiding the filing and prosecution of appeals.
39. To this end and for good measure, it is appropriate to take cognizance of Rule 2 of the Rent Restriction [Appeals] Rules, which have been made pursuant to the provisions of the Act and which provides and stipulates the timelines for filing of an appeal.
40. For coherence, the provisions of Rule 2 of the Rent Restriction [Appeals] Rules stipulates and provides as hereunder;
 1. These Rules may be cited as the Rent Restriction (Appeals) Rules.
 2. An appeal brought under section 8(2) of the Act shall be filed within a period of fifteen days from the date of the decision, determination or order appealed against, excluding from that period any time which the tribunal may certify as having been requisite for the preparation and delivery to the appellant of a copy of the decision, determination or order:
41. To my mind, the provisions of Rule 2 [supra] clearly stipulate and provides that an appeal arising from the Judgment and/or decision of the tribunal is appealable within 15 days from the date of delivery thereof.



42. Taking into account that the Judgment under reference was rendered and delivered on the 6th October 2023, it then means that the Appellant herein, if same was keen and desirous to file an appeal; then the Appeal ought to have been filed on or before the 21st of October 2023.
43. Furthermore, if the Appellant herein failed to file and/or mount the intended appeal within the set timelines, then the Appellant would be at liberty to seek for and obtain leave [subject to suitable explanation], prior to filing the appeal out of time. [See the holding of the Supreme Court in the case of Nicholas K. Korir Arap Salat versus Independent Electoral and Boundaries Commission and Others,[Civil Application No. 16 of 2014] [2014] eKLR]
44. Be that as it may, in respect of the instant matter, there is no gainsaying that the appeal beforehand was filed on the 24th October 2023, long after the circumscribed timeline had lapsed and/or extinguished.
45. Nevertheless, it is common ground that despite the lapse of time, the Appellant herein neither sought for nor obtained extension of time within which to file and/or mount the instant appeal.
46. Arising from the foregoing, it is therefore evident and apparent that the impugned appeal was filed out of time, albeit without leave and hence the Appeal is a nullity ab initio.
47. Having found and held that the instant appeal was filed outside the circumscribed timeline[s], it then means that the appeal beforehand is void and thus incapable of being entertained and/or adjudicated upon by the court.
48. Furthermore, it is imperative to underscore that the timelines for filing an appeal goes to the root of Jurisdiction of the Court and hence where an appeal is filed outside the circumscribed timeline, the Jurisdiction of the court is ousted and hence the court becomes divested of the capacity and or authority to entertain such an appeal.
49. As concerns the import and tenor of Jurisdiction, it suffices to take cognizance of the holding of the Court in the case of Phoenix of E.A. Assurance Company Limited versus S. M. Thiga t/a Newspaper Service [2019] eKLR, where the court observed as hereunder;
 1. At the heart of this appeal is the issue of jurisdiction. It is a truism jurisdiction is everything and is what gives a court or a tribunal the power, authority and legitimacy to entertain any matter before it. What is jurisdiction?
 2. In common English parlance, 'Jurisdiction' denotes the authority or power to hear and determine judicial disputes, or to even take cognizance of the same. This definition clearly shows that before a court can be seized of a matter, it must satisfy itself that it has authority to hear it and make a determination. If a court therefore proceeds to hear a dispute without jurisdiction, then the result will be a nullity ab initio and any determination made by such court will be amenable to being set aside ex debito justitiae. It is for this reason that this Court has to deal with this appeal first as the result directly impacts Civil Appeal No.6 of 2018 which is related to this one. We shall advert to this issue later. In the meantime, it is important to put this appeal in context.
50. Similarly, the effect of the timeline for filing an appeal and how same impacts on the Jurisdiction of the court was highlighted and elaborated upon by the Court of Appeal in the case of Kakuta Maimai Hamisi v Peris Pesi Tobiko & 2 others [2013] eKLR where it is stated that:

The question of a right to appeal goes to jurisdiction and is so fundamental we are unprepared to hold that absence of statutory donation or conferment is a mere procedural technicality to be ignored by parties or a court by pitching tent at Article 159 (2) (d) of



the Constitution. We do not consider Article 159 (2) (d) to be a panacea, nay, a general whitewash, that cures and mends all ills, misdeeds and defaults of litigation.

[Jurisdiction] goes to the very heart of substantive validity of court processes and determinations and certainly does not run afoul the substance-procedure dichotomy of Article 159 of the Constitution.?

51. Arising from the foregoing, my answer to issue number one is therefore three [3] fold. Firstly, the provisions of Rule 2 of the Rent Restriction [Appeals] Rules circumscribes the timeline for filing an appeal to 15 days and not otherwise.
52. Secondly, the timelines for filing an Appeal is a substantive issue, which goes to the root of the Jurisdiction of the court. For coherence, the timeline for filing an appeal is neither technical nor procedural issue curable by dint Article 159 (2)(d) of the Constitution, 2010.
53. Where an appeal is filed outside the circumscribed [prescribed] timeline, such an appeal is void and thus a nullity ab initio.
54. Simply put, the appeal become stillborn.

Issue Number 2 Whether the claim by and on behalf of the Appellant for recompense in the sum of Kes.118, 400/= only on account of the damaged household goods was duly established and proved.

55. As pointed out elsewhere herein before, the Appellant herein had sought for various reliefs before the rent restriction tribunal. For clarity, one of the reliefs that was sought for was compensation in the sum of Kes.118, 400/= only.
56. Suffice it to point out that the claim for Kes.118, 400/= only was sought for on the basis that the Respondents herein, had caused and occasioned damages to the households goods belonging to the Appellant.
57. To the extent that the claim for Kes.118, 400/= only was anchored and/or premised on damage[s] to households goods, it was incumbent upon the Appellant to tender and/or place before the court sufficient and credible evidence capable of proving a claim for special/liquidated damages.
58. Furthermore, there is no gainsaying that where a claim placed before the court touches on and or concerns special and/or liquidated damages, the claimant, the Appellant herein not excepted, is called upon to particularly plead the claim and thereafter specifically prove same.
59. Pertinently, the law as pertains to pleading and proof of special/liquidated damages is now established, trite and hackneyed. Furthermore, case law abound to underscore the principle[s] that underpin pleadings and proof of such claims.
60. To start with, there is the holding in the case of David Bagine vs Martin Bundi [1997] eKLR, where the court held thus;

It has been held time and again by this Court that special damages must be pleaded and strictly proved. We refer to the remarks by this Court in the case of Mariam Maghema Ali v. Jackson M. Nyambu t/a sisera store, Civil Appeal No. 5 of 1990 (unreported) and Idi Ayub Sahbani v. City Council of Nairobi (1982-88) IKAR 681 at page 684:

"....special damages in addition to being pleaded, must be strictly proved as was stated by Lord Goddard C.J. in Bonham Carter vs. Hyde Park Hotel Limited [1948] 64 TLR 177 thus:



"Plaintiffs must understand that if they bring actions for damages it is for them to prove damage, it is not enough to write down the particulars and, so to speak, throw them at the head of the court, saying, 'this is what I have lost, I ask you to give me these damages.' They have to prove it"

61. Similarly, the principles that underpin and or bely proof of special damages/liquidated damages was also highlighted in the case of Capital Fish Ltd vs Kenya Power Lighting & Company Ltd (2016)eKLR, where the court stated and held thus;

Starting with the first issue, it is trite law that special damages must not only be specifically pleaded, they must also be strictly proved with as much particularity as circumstances permit. See National Social Security Fund Board of Trustees vs Sifa International Limited (2016) eKLR, Macharia & Waiguru vs Muranga Municipal Council & Another (2014) eKLR and Provincial Insurance Co. EA Ltd vs Mordekai Mwangi Nandwa, KSM CACA 179 of 1995 (ur). In the latter case this Court was emphatic that;

"... It is now well settled that special damages need to be specifically pleaded before they can be awarded. Accordingly, none can be awarded for failure to plead. It is equally clear that no general damages may be awarded for breach of contract ...".

The appellant apart from listing the alleged loss and damage, it did not, according to the respondent lead any evidence at all in support of the alleged loss and damage. As it were, the appellant merely threw figures at the trial court without any credible evidence in support thereof and expected the court to award them. Indeed there was not credible documentary evidence in support of the alleged special damages.

62. Having taken cognizance of the established position of the law that undergird the standard of proof attendant to special/liquidated damages, it is now appropriate to revert back and consider whether the Appellant herein indeed tendered and/or placed before the Honourable court any plausible evidence or otherwise.
63. To start with, even though the Appellant has pleaded [sic, alluded to same in an affidavit], the claim for Kes118, 400/= only, the Appellant however neither tendered nor produced and scintilla of evidence to underpin the claim for damage to (sic) the households goods.
64. Secondly, it is also not lost on the court that despite impleading the amount sought, the Appellant did not provide any particulars of (sic) the households goods or at all which were alleged to have been damaged.
65. Invariably, it is important to underscore that where a litigant, the Appellant not excepted seeks to attract an order of the court on a particular issue, then it behooves the litigant in question to plead the claim at the foot of the primary pleading, in this case the Plaint that was filed before the court.
66. However and as concerns the instant matter, it is evident and apparent that no particulars of good[s] that were alleged to have been damaged and no amount or otherwise, was pleaded or captured whatsoever.
67. Without belaboring the point, it is common knowledge that litigants are bound by their pleadings and that once a Party places before the court a set of pleadings, then the Party in question cannot be allowed to expand the scope of the pleading, albeit without amendment. [See the provisions of Order 2 Rule 6 of the Civil Procedure Rules, 2010].



68. Furthermore, it suffices to cite, restate and reiterate the holding of the Court of Appeal in the case Independent Electoral Boundaries Commission versus Stephen Mutinda Mule (2013)eKLR, where the court stated and held as hereunder;

“...it is now a very trite principle of law that parties are bound by their pleadings and that any evidence led by any of the parties which does not support the averments in the pleadings, or put in another way, which is at variance with the averments of the pleadings goes to no issue and must be disregarded.”

Other judges on the case expressed themselves in similar terms, with Judge Christopher Mitchell J.S.C. rendering himself thus;

“In fact, that parties are not allowed to depart from their pleadings is on the authorities basic as this enables parties to prepare their evidence on the issues as joined and avoid any surprises by which no opportunity is given to the other party to meet the new situation.”

69. Finally, even assuming that the Appellant herein had impleaded and supplied the requisite particulars of the alleged households items [which is not the case], the Appellant would still have been called upon to tender evidence before the court.

70. However, during her testimony before the tribunal, it is worthy to point out that the Appellant herein did not make and/or tender any testimony or at all pertaining to the claim for compensation on account of the damaged households items. In this respect, it suffices to underscore that the totality of the evidence by the Appellant is highlighted at the foot of the pages 47 and 48 of the Record of Appeal.

71. Given the foregoing observations, it is difficult to discern and/or comprehend the foundation of Appellant’s complaints that the chairperson of the tribunal disregarded evidence pertaining to and concerning damage[s] to the Appellant’s households goods.

72. To the contrary, it suffices to point out that the claim for compensation on account of (sic) the alleged damaged households goods, was neither impleaded in accordance with the law nor proved, to the requisite Standard of Proof.

73. Consequently and in this regard, I find and hold that the chairperson of the tribunal indeed arrived at the correct position and hence the failure to award the impugned claim[s], cannot be faulted.

Issue Number 3 Whether or not the Appellant herein was condemned to pay rent arrears in the sum of Kes.72, 500/= Only, either has contended or otherwise.

74. The Appellant herein has also challenged the Judgment and decision of the Honorable tribunal by contending that the chairperson of the tribunal proceeded to and condemned same to pay rent arrears in the sum of Kes.72, 200/= only, yet the counterclaim by and on behalf of the Respondent herein had been withdrawn.

75. On the other hand, the Appellant has also contended that the finding and holding that same [Appellant] was in rent arrears in the sum of Kes.72, 200/= only, was also arrived at despite contradictory and insufficient evidence which was tendered by the Respondents.

76. Arising from the foregoing, the Appellant has therefore invited the Honourable court to find and hold that the decree pertaining to the payment of (sic) rent arrears in the sum of Kes.72, 500/= Only, was erroneous and thus ought to be quashed.



77. Notwithstanding the contention by and on behalf of the Appellant that the chairperson of the tribunal proceeded to and decreed payment of Kes.72, 500/- only, it is evident and apparent that the chairperson of the tribunal did not make any such order.
78. To the contrary, the only order which was made by the chairperson of the tribunal and touching on payments of rents was as hereunder;
- (iii) the Plaintiff is to continue paying rents and utility bills as and when they fall due. In default, the Defendants shall have leave to levy distress
79. In my humble, albeit Considered view, the limb of the order which has been highlighted above, spoke to and concern[s] the accruing rents and utility bills as opposed to any rent arrears.
80. Simply put, the compliant[s] that the chairperson of the tribunal condemned the Appellant to pay rent arrears in the sum of Kes.72, 500/= only, is a red herring.
81. Consequently and in view of the foregoing, my answer to issue number three [3] is to the effect that the complaint[s] under reference are neither tenable nor maintainable, taking into account the contents of the Judgment that was rendered by the Honorable tribunal.

Final Disposition:

82. From the foregoing analysis and after reviewing the thematic issues, [which were highlighted/ enumerated in the body of the Judgment], it is crystal clear that the appeal beforehand is not only misconceived, but void ab initio.
83. Consequently and in the premises, the court finds and hold[s] that the Appeal beforehand is incompetent, premature, misconceived and otherwise legally untenable. In this regard, same [appeal] be and is struck out with costs to the Respondents.
84. It is so ordered.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 7TH DAY OF MARCH 2024.

OGUTTU MBOYA,

JUDGE.

In the Presence of;

Benson: Court Assistant.

Mrs. Hellen Anyona Appellant in person.

Ms. Waweru for the Respondents.

