



Cape Suppliers Limited v Kenya Power & Lighting Company PLC (Environment & Land Case E307 of 2021) [2024] KEELC 3462 (KLR) (30 April 2024) (Judgment)

Neutral citation: [2024] KEELC 3462 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE E307 OF 2021**

**JA MOGENI, J
APRIL 30, 2024**

BETWEEN

CAPE SUPPLIERS LIMITED PLAINTIFF

AND

KENYA POWER & LIGHTING COMPANY PLC DEFENDANT

JUDGMENT

1. The Plaintiff has filed the subject suit vide Plaint dated 18/08/2021, and in respect of which same seeks the following reliefs;
 - i. A declaration that the Defendant has trespassed on the suit property Land Reference No. 36/IV/14 (20A) without the Plaintiff's consent and caused permanent and irreparable damage thereto.
 - ii. General damages for continuous trespass.
 - iii. Compensatory damages in the amount of Kshs. 266,000,000/=.
 - iv. Loss of income amounting to Kshs. 371,448,000/=.
 - v. Costs of this suit .
 - vi. Interest at court rates on (b) (c) and (d) from the date of filing suit until payment in full .
 - vii. Such further or other relief which this Honorable Court may deem fit to grant.
2. The plaintiff's case is that they have been the registered owner of the parcel of land known as Land Reference No. 36/IV/14 (20A). The Plaintiff states that without any permission, notice, knowledge, consent or legal justification, on various dates the defendant trespassed onto the suit property illegally, unlawfully and irregularly erected electric poles with high voltage electricity lines of 66KV through the suit property occasioning permanent and irreparable damage on it.



3. That the defendant has maintained its infrastructure on the suit property to date without the consent or authority of the plaintiff resulting into a continuous trespass. The plaintiff states that as a result they have been unable to develop the suit property which is a major and valuable investment since they have faced restrictions due to the power lines placed on the suit property by the defendant.
4. Further they have been deprived of the use and quiet enjoyment of the suit property which is valued at Kshs. 266,000,000 and that as a result of the trespass the plaintiff is unable to construct an additional 125 apartment units and 9 shops at a cost of 660,000,000 which has made them lose and opportunity cost of Kshs. 53,064,000 per annum in rental income. This would total Kshs. 371,448,000 over seven years. The property has also been devalued to a loss of Kshs. 266,000,000.
5. The plaintiff states that despite demand made to cease the said continuing trespass, and with the full knowledge of the plaintiff's rights, title and interest, the defendant has persisted and is persisting in the said trespass.

Defendant's Defence

6. The defendant filed statement of defence dated 17/09/2021 in which it denies the plaintiff's averments in the plaint. The defendant avers that there has always been existing wayleaves set aside by the government of Kenya for public power infrastructure. Therefore, no compensation would be payable on the public wayleave. The defendant denies being a trespasser and reiterates that it is the plaintiff who has interfered with the defendant's right to quiet use and enjoyment of proprietary rights by encroaching onto the defendant's wayleaves trace corridor set aside by the government of Kenya. He further denies that there has been any easement or restriction registered in favor of the defendant against the title of the suit property.
7. The defendant denies the jurisdiction of the court and avers that the issues set out in the suit are a preserve of either the Energy and Petroleum Regulating Authority or Energy Petroleum Tribunal. Further that the plaintiff has a fraudulent ploy to enrich themselves and they set out particulars of fraud being:
 - a. Seeking to obtain compensation by false pretenses
 - b. Seeking to obtain court orders through false allegations
 - c. Forging documents
 - d. Deponing a false and scandalous verifying affidavit
8. It is the defendant's averment that the suit is res judicata, incompetent and misconceived and they put the plaintiff on notice of the impending preliminary objection which they stated that they will raise at the hearing. Further that the suit offends Section 3(1) of the *Public Authorities Limitation Act* and that the matter is also time-barred and therefore the suit should be dismissed.
9. The defendant states that the plaintiff is not entitled to damages for trespass and continuing and damages or any other damages as claimed. The defendant denies that intention to sue or demand was ever served on them and they deny being liable to the plaintiff.
10. In his reply to defence dated 21/07/2022, the plaintiff denies that it has interfered with defendant's quiet enjoyment to the suit property because the defendant is not the owner of the suit property. Further that the defendant's alleged approvals were for erection of the impugned high voltage power lines on public land and not private land as is the case here since this requires consent of the owner of the suit property.



11. The plaintiff avers that no way leave has ever existed on the suit property and to create any easement this must be done lawfully in accordance with Section 138 of the [Land Act](#) and Part VII of the [Energy Act](#). The plaintiff has denied the particulars of fraud.
12. On the issue of preliminary objection raised by the defendant the plaintiff avers that it is an action that has been overtaken by events following this Court's Ruling dated 15/03/2022 confirming the jurisdiction of the court to her and determine this dispute.
13. Further that the nature of the defendant's trespass is continuous and recurring in nature infringing upon the plaintiff's right over the suit property.

Plaintiff's Case

14. The hearing of this suit commenced on 21/03/2023 when the director of the plaintiff Kinaro Kibanya testified as PW1 and stated that he deals with real estate and energy supply. In adopting his witness statement and list of documents dated 18/08/2021 he stated that the plaintiff owns the suit property having acquired it in April 2008. That the plaintiff acquired it when it had some apartments and they wanted to put up another 350 units. The approval they obtained allowed them to put up a further 80 units and then another approval for 241 units and 9 shops.
15. The approvals obtained from Nairobi City Council and the NEMA were produced as exhibits and are at pages 8-12 of the plaintiff's bundle. It was his testimony that he plaintiff has raised a claim for Kshs. 637,448,000 which was arrived at after undertaking a valuation which placed the figure at Kshs. 1.6 billion as at 2019.
16. Upon cross-examination he testified that he had not produced any CR 12 to show that he was a director and shareholder. He also testified that since 2008 when he became the registered owner the defendant had erected the power lines.
17. On re-examination he stated that the nature of trespass is that the defendant has put up the lines and they entered on the suit property to service the lines. That the lines were put up before he acquired the property. When he acquired the land there were 20 apartments and they got approval for 330 units but they have put up 216.
18. PW 2- Wilson Ndirangu Kamau, stated that he was a licensed surveyor practicing under the name Geo-Data. He adopted his witness statement dated 18/08/2021. It was his testimony that he visited the site and he carried out survey and he produced a report dated 22/07/2021.
19. At this point the plaintiff was stepped down since the maps he had produced had not been served upon the defendants and therefore they needed time to scrutinize the same.
20. On 20/02/2024 when the hearing resumed PW2 upon being cross-examined stated that the suit property measured 2.89 acres and that in his report he indicated that the property was in two portions A and B yet the map from Survey of Kenya does not indicate the two portions.
21. He further stated that in the Survey of Kenya map there are no way leaves indicated on the suit property. He testified that although he indicated at paragraph 7 of his witness statement that there was an approval of 125 additional apartments and 9 shops this was incorrect since there was no approval for the said apartments.
22. During re-examination he stated that he purchased the map from the Survey of Kenya and the Director of Survey is the custodian of all Survey Maps. Further that the marking of A and B section was for purposes of the report, where A represented the existing development and B was for the undeveloped



part of the suit property. He testified that the suit property is located in Bahati area of Nairobi and it is about 12 kilometers from the city Centre. The powerline cuts across the suit property and that there is one powerline that is right inside the property and second one that is outside the suit property. With this, the plaintiff closed their case.

Defendant's Case

23. In the defendant's defence dated 21/09/2021 the defendant has denied the plaintiff's claim. The defendant has also denied that the plaintiff is the owner of the suit parcel and that if holds any certificate of ownership which he denies then the same was issued irregularly.
24. The defendant has also denied entering onto the plaintiff's suit property and in the alternative and without prejudice he avers that if there was any entry then it was done after the defendant was granted permission and authorization. That the plaintiff at the time of the said authorized entry was not the registered proprietor of the subject parcel of land.
25. The defendant called two witnesses, Charles Wagana (DW1) who has been a Wayleave Officer with the defendant for 20 years. He adopted his witness statement dated 14/04/2022 and a bundle of documents on even date. He produced documents 1, 2 and 3 of the bundle of documents.
26. DW1 testified that the powerlines from their records show that they were constructed around 1970 and the approvals were issued by City Council of Nairobi and Director of Survey (see pages 1-3). In cross-examination he stated that the powerlines are along the river bordering the suit property. He also testified that the approval letter from the City Council does not mention the plaintiff's property but that the drawings show the plaintiff's property although the said letter was not produced in court.
27. He further testified that in the letter at page 3 and at paragraph 2 the Commissioner of Lands agreed in principle to allow a way leave over government land near Nairobi River. The indenture show the owners as Cape Supplies Limited, the Plaintiff. Further that at paragraph 17 of his witness statement he talked about rerouting of the powerlines since the Plaintiff had requested.
28. He pointed out that the plaintiff had written a letter dated 16/08/2018, then one dated 26/02/2021, 9/04/2021, an email that forwarded the letter dated 24/06/2021 and written on 24/06/2021 which were all not responded to.
29. In re-examination he stated that the defendant sought approvals to construct the 66 KVA powerline since the land belonged to the City Council of Nairobi. That the plaintiff acquired the suit properties in 2018 and the powerline was constructed in 1970 based on the approvals provided.
30. DW2 – Joseph Kipng'etich Korir a surveyor working with the defendant company adopted the report dated 24/11/2022 and a list of bundles of documents dated 14/04/2022 which he produced. These were documents 4, 5 and 6.
31. It was his testimony that from the base map and the survey he conducted by visiting the site, the power line was constructed as per the approvals. That the power line was proposed to pass through the parcels No 14 between the canal and the original river course. That there is a Part Development Plan (PDP) that shows the proposed suit parcels. The documents produced at pages 19-21 are picture of activities under the power lines and according to him this pose a danger to those engaged in the said activities under the power line.
32. When cross-examined by Ms Kiiru Counsel for the plaintiff, DW1 stated that he had a letter of approval dated 17/01/2022 but they did not get an annual renewal. It was his testimony that the lines are crossing



- plot number 14 and are constructed within the riparian reserve. He further stated that he had not produced any document to support his allegations.
33. He further testified upon being cross-examined on the report filed by the Honorable Deputy Registrar Diana Orago which state that the lines pass through the suit property. He further stated that pictures at pages 19 -21 show activities that are illegal and dangerous but that he was not aware that KPLC has ever written to the people undertaking the activities. He testified that the property does not belong to KPLC.
 34. Upon re-examination he stated that KPLC has a way leave trace and this centerline should be kept clear of activities. With this the defendant closed their case.
 35. The Deputy Registrar Hon Diana Orago visited the site 24/02/2023 and filed a report that that show the power lines (66KV O/H) that were running across the plaintiff's property. She attached pictures of the suit property showing the said power lines.

Submissions

36. Following the close of the hearing, the subject matter was set down for the filing of written submissions, by and/or on behalf of the parties herein. The parties requested for 21 days each which were granted to file Written Submissions.
37. Pursuant to and in line with the directions of the court, the Plaintiff herein proceeded to and filed her written submissions on 20/03/2024. The plaintiff identified five issues as being those to be determined namely:
 - a. Whether the suit property was government land or private land
 - b. Whether the Defendant was legally authorized to erect the impugned high voltage 66 KV powerlines on the suit property Land Reference No. 36/IV/14 (20A).
 - c. Whether by maintaining the impugned high voltage 66kV powerlines on the Plaintiff's property, the Defendant is guilty of the tort of trespass on land.
 - d. Whether by virtue of the Defendant's actions, the Plaintiff continues to suffer loss of use of the portion of property occupied by the Defendant, for which damages should be awarded.
 - e. Who should bear the costs of this suit.
38. On the first issue for determination, the Plaintiff relied on the provisions of Section 3 of the [Trespass Act](#) as well as on the definition in the Blacks Law Dictionary 8th edition to submit that the Plaintiff had proved that he was the owner of the suit property.
39. On the second issue for determination, it was the Plaintiff's submission that they had established and proved their case against the Defendant on a balance of probability and therefore they were entitled to the reliefs sought in their Plaint.
40. M/s Omusolo Mungai & Co. Advocates further submitted that the plaintiff had stated that he had been deprived of use and quiet enjoyment of the suit property and that he has incurred huge financial losses due to their inability to develop the said portion of the suit property in accordance to the approved development plans already obtained by the plaintiff. That during the site visit, the power lines were identified to be traversing the plaintiff's suit property hence a trespassing.
41. Counsel further submitted that the defendant's witness in his testimony failed to raise a plausible defence as he acknowledged the subject property belonged to the plaintiff; he conceded that there was



a laid down procedure when requesting/acquiring wayleave which required that if it is public land the lands of approval had to be issued and where it is private land the owner had to be consulted and had to give his approval in writing. None of these documents were produced by the defendant. DW-2 also conceded that there were letters written to the defendant company by the plaintiff alleging trespass which were never responded to.

42. The plaintiff's counsel further submitted that a joint site visit was conducted by order of this court on the suit property on 24/02/2023 where the plaintiff was represented by Ms Kiiru and the defendant was represented by Ms Walala and the Honorable Deputy Registrar Diana Orago prepared a report dated 6/03/2024. That it is evident and quite clear from the aforesaid report that the defendant has laid the 66 KV lines and trespassed onto the plaintiff's property as there was no reservation of trace way leave seen or reported to be in existence. The report was and is still uncontroverted.
43. In his submissions the plaintiff relied on a number of cases including Eliud Njoroge Gachiri vs Stephen Kamau Ng'ang'a [2018] eklr, Isaac Ben Mulwa vs Jonathan Mutunga Mweke Civil Appeal No. 60 of 2015, Fleetwood Enterprises Ltd vs Kenya Power & Lighting Co. Ltd [2015]eklr, Kenya Power and Lighting vs Fleetwood Enterprises Ltd [2017]eklr, SJ vs Francesco Di Nello & Another [2015] eklr, Park Towers Ltd vs John Mithamo Njika & 7 Others (2014) Eklr, and Philip Ayaya Aluchio Ngayo (Supra).
44. It was their contention that trespass to land was actionable without proof of the damage and therefore the Plaintiff was entitled to general damages for trespass on his parcel of land That despite numerous letters and complaint to the Defendant, the same was in vain. The Plaintiff submitted that the court had inherent powers to grant any reliefs as it may deem fit and just and prayed that their prayers be allowed. The Plaintiff then acknowledged that on the claim of mesne profit, the suit property was yet to be valued.
45. On his part, the defendant filed their submissions dated 4/4/2024 by Counsel Lynn Owano to which she attached 9 decisions to buttress their defence which included but not limited to David Nanine vs Martin Bundi [1997] Eklr, Kenya Sugar Board vs Ndungu Gathini (2013) Eklr, Party of Independent Candidate of Kenya vs Mutula Kilonzo & 2 Others and Mbuthia Macharia vs Anna Mutua & Another [2017] Eklr, Philip Ayayo Aluchio vs Crispinus Nguyo [2014] Eklr, Cecilia Karuru Ngeny vs Barclays Bank of Kenya & Another [2016] Eklr, Capital Fish Kenya Ltd vs Kenya Power and Light Co. Ltd [2016]Eklr.
46. The defendant identified two issues for determination:
 - a. Whether the defendant has trespassed onto the plaintiff's land as alleged or at all.
 - b. Whether the plaintiff is entitled to the reliefs sought and who should bear the costs of this suit.
47. It was her submissions that the defendant obtained all requisite approvals to enable it construct the powerline that traverses the suit property which then belonged to the government and not the plaintiff and that the government gave approval for this construction.

Analysis

48. Having reviewed and/or considered the Plaint, Statement of Defence, the witness statements and the documents that were filed by and/or on behalf of the Plaintiff and the Defendant, having similarly considered the written submissions and the case law filed on behalf of the Plaintiff and the Defendant, I am on the humble view that the following issues do arise for consideration and determination;
 - i. Whether the Plaintiff is the lawful proprietor of the suit land.



- ii. Whether the Defendant has trespassed onto the suit land and/or whether the actions of the Defendant are lawful.
 - iii. Whether the Plaintiff is entitled to compensation on account of trespass and infringement of her rights to property and if so the quantum thereof.
 - iv. Who pays the costs of the suit?
49. It is now established fact that the plaintiff is the owner of the suit property. Whereas the defendant alleges that the suit property is government land there was no evidence produced to proof this fact. The plaintiff on their part produced a copy of the title for LR No. 36/IV/14 (20A). The plaintiff produced before the court a copy of the Indenture of Conveyance which show the current and previous ownership of the suit property. In his testimony PW-2 stated that the property has no reservation, easements indicated on the map where it is marked as no. 14 on the map. Therefore, on the first issue it is clear that the plaintiff is the owner of the suit property
50. Since it an established fact that the plaintiff is the owner of the suit property it follows that the defendant's presence on the suit property without permission from the plaintiff is clearly trespass. It is clear that the defendant has trespassed onto the plaintiff's property as stated in section 3 of the Trespass Act and has continued and persisted in trespassing onto and occupation of the plaintiff's aforesaid parcel of land whereby it has constructed the 66 KV line thereon without the plaintiff's consent and permission thereby denying the plaintiff's right of use and occupation of his land. Given this action of trespass the plaintiff's counsel submitted that the plaintiff is entitled to compensation.
51. This brings us to the 3rd and final issue which is about compensation. The plaintiff's counsel submitted that it is trite law that trespass to land is actionable per se.

Determination

52. From the material placed before me, there is no dispute that the plaintiff is the registered owner of LR No. 36/IV/14 (20A) as evidenced by a copy of the Title produced as P.exhit 1-7 which is an indenture It is also common ground that there are 66KV power lines put up by the defendant on the suit property.
53. The plaintiff testified that by a letters dated 21/06/2021, 25/05/2021, 9/04/2021, 26/02/2021 and 16/08/2018 produced as p.exhibit 72-80, the plaintiff sought to have the plaintiff engage with him and even gave notice that he will sue but he was met with a studious silence.
54. Looking at the facts of this case, what emerges is that the case herein is one of trespass to land as it involves entry by the defendant into the plaintiff's land and continuing with the trespass without authority.
55. The wayleaves Act (since repealed) provided for compensation to be paid to landowners where their land was utilized for wayleave purposes. On the other hand, the procedure of laying electric supply lines is now found in the Energy Act, Cap 314 Law of Kenya. Section 46 of that Act provides as follows:
- “ 46. Permission to survey and use land to lay electric lines.
- 1. No person shall enter upon any land, other than his own-
 - a. To lay or connect an electric supply line; or
 - b. To carry out a survey of the land for the purposes of paragraph (a) except with the prior permission of the owner of such land.



2. The permission sought in subsection (1) shall be done by way of notice which shall be accompanied by a statement of particulars of entry.”

56. Sections 47 and 52 of the *Energy Act* provides as follows:

“ 47. Assent to proposal

- (1) An owner, after the notice and statement of particulars under Section 46, may assent in writing to the construction of the electric supply line being paid such compensation as may be agreed and any assent so given shall be binding on all parties having an interest in the land, subject to the following provisions-

- a. That any compensation to be paid by the licensee giving notice to the owner, in cases where the owner is under incapacity or has no power to assent to the application except under this Act, shall be paid to the legal representative of the owner;
- b. That an occupier or person other than the owner interested in the land shall be entitled to compensation for any loss or damage he may sustain by the construction of the electric supply line, so long as the claim is made within three months after the construction of the electric supply line.

52. Liability of licensee to make compensation for damage. The provisions of this Act shall not relieve a licensee of the liability to make compensation to the owner or occupier of any land or the agents, workmen or servants of the owner or occupier of any land which is the subject of the provisions of this Act, for damage or loss caused by the exercise or use of any power or authority conferred by this Act or by any irregularity, trespass or other wrongful proceeding in the execution of this Act, or by the loss of damage or breaking of any electric supply line, or by reason of any defect in any electric supply line.”

57. It will be seen that under the law, permission of the landowner is required before entering such land and laying electric supply lines. Moreover, a notice is required to be given, which notice should be accompanied by a statement giving the particulars of entry. After the notice, an owner may give assent and is entitled to compensation to be agreed.

58. In this case, there is no dispute that the plaintiff is the legal owner of the suit land. It is also clear that the defendant has not sought the permission of the plaintiff to continue having the 66 KV lines on the plaintiff's property. The defendant also failed to compensate the plaintiff as required. No doubt the defendant's actions amount to trespass and the trespass is continuing.

59. A wayleave is an analogous right governed under part X of the *Land Act*, 2012, Section 143-149 of the said Act. The Act provides the manner in which wayleaves and other rights of way should be created and maintained Section 148 of the *Land Act* provides for compensation for right of way such as wayleaves. There was no evidence presented to the court showing that the defendant obtained consent of the plaintiff to erect the second 66 KV line through the plaintiff's land. It is therefore my finding



and I so hold that the defendant trespassed onto the plaintiff's suit land and the trespass is continuing. The next issue to consider is whether the defendant should pay compensation to the plaintiff and to what extent.

60. It is trite law that where trespass is proved, a party need not prove that he/she suffered any specific damage or loss to be awarded damages. The court in such circumstances is under a duty to assess the damages awardable depending on the unique facts and circumstances of each case. In this case, the plaintiff has stated that he has been unable to develop and or commercialize his property owing to the actions of the defendant. The plaintiff in his submission claims a compensatory award of Kshs.266,000,000/- as compensation for deprived usage of part of their property in general damages. At the same time they seek forgone rental income aggregated at Kshs. 371,448,000 over 7 years which is for the construction of an additional 125 apartment units and 9 shops at a development cases to Kshs. 660,000,000.
61. The plaintiff avers that there is a lost opportunity cost of Kshs. 53,064,000 per annum in forgone rental income. This amount to claims for special damages which the plaintiff has pleaded and has also proved through the valuation report dated 7/08/2019 and which the defendant has denied being factual but not rebutted by producing any other valuation to counter the plaintiff's valuation report. Further the rental income from the existing apartment of Kshs. 33,000 per month has not been rebutted either. The plaintiff showed by evidence that he had approval from Nema dated 24/11/2011 to construct 341 units and also an approval from Nairobi City County dated 30/11/2010 but he was only able to construct 216 units out the 341 approved.
62. The undeveloped plot upon which he was not able to construct the balance of the apartments measures 0.5 acres and the valuation report has assessed it to the value of Kshs. 1,600,000.00 market value. The rental income according to the plaintiff that would have accrued from the said plot if the 125 apartments were constructed has been placed at Kshs. 495,000,000 as loss of income from January 2014 when the rest of the apartments were completed to date when the case was filed in court.
63. The evidence by the defendant pointed to the fact there are activities going on under the power lines and this is however dangerous although the plaintiff claims not to be able to utilize the space below the power lines due to the fact that what he needed was to construct apartment. As already stated, the said second 66KV line was constructed without the plaintiff's consent and permission thereby denying the plaintiff's right of his property. The plaintiff admitted that the land is under some use but he cannot develop it as per his desire due to the power lines. In the circumstances of this case, this court grants the sum of Kshs.50,000,000/- as general damages for trespass.
64. Evidence has been led the power lines supply power from within Nairobi properties along Juja Road and Jeevanjee areas. In my view, it would be impractical at this stage to demand that the defendant moves the power lines though the plaintiff did not seek such an order. At the same time one cannot ignore the imminent danger presented by activities being undertaken below the power line.
65. This as they say is powder keg just waiting to explode. We do not want to see a repeat of what happened in Embakasi where a gas refilling plant was placed in a residential area and cost lives and loss of property when the keg finally gave way. Removal of the power line on the section being claimed will incapacitate the whole line and cause untold suffering to the populace and the public facilities along the line. In my view, the justice of the case is that the defendant be given time to negotiate appropriate wayleave agreement/rights of way with the plaintiff as provided for by the law.
66. Indeed that is what the plaintiff attempted to do by writing to the defendant who however behaved as though they own all of Kenya and they can traverse like a colossus without a shadow of care and enter and set camp wherever and whenever! This is an absolute No to the contrary, the defendant should



invite itself to a meeting and read our constitution slowly and carefully spending a bit of time in the preamble and more time in the bill of rights especially Article 40 on the Right Property.

67. In conclusion, I enter judgment for the plaintiff against the defendant as follows:

- a. General damages in the sum of Kshs.50,000,000/- for trespass interest at court rates on (a) above from the date of this Judgment until payment in full.
- b. The defendant is directed to negotiate proper wayleave agreement/right of way with the plaintiff as per the provisions of Section 148 of the *Land Act* 2012 and such enabling provisions of the law. This should be done within 90 days from the date of this judgment.
- c. Either party has liberty to apply.
- d. Costs of the suit to be borne by the defendant.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 30TH DAY OF APRIL 2024.

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MOGENI J

JUDGE

In the virtual presence of:-

Ms. Kiiru for the Plaintiff

Ms Oweno for the Defendant

Caroline Sagina : Court Assistant

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MOGENI J

JUDGE

