



**Kenya County Government Workers Union (Bungoma Branch) v Branch Secretary,
Kenya County Government Workers Union (Bungoma Branch); Kenya County
Government Workers Union (Intended Interested Party) (Miscellaneous Application
E008 of 2023) [2023] KEELRC 2247 (KLR) (28 September 2023) (Ruling)**

Neutral citation: [2023] KEELRC 2247 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT BUNGOMA
MISCELLANEOUS APPLICATION E008 OF 2023**

**JW KELI, J
SEPTEMBER 28, 2023**

BETWEEN

**KENYA COUNTY GOVERNMENT WORKERS UNION (BUNGOMA
BRANCH) APPLICANT**

AND

**BRANCH SECRETARY, KENYA COUNTY GOVERNMENT WORKERS
UNION (BUNGOMA BRANCH) RESPONDENT**

AND

**KENYA COUNTY GOVERNMENT WORKERS UNION INTENDED
INTERESTED PARTY**

RULING

(On the Notice of Motion Application dated 8th June 2023 by the Intended Interested Party)

1. The ruling is on application by way of Notice of Motion by the Intended Interested Party’s Notice of Motion dated 8th June 2023 seeking the orders :-
 - a. That the Honourable Court be pleased to join the intended Interested Party herein, Kenya County Government Workers Union, as an interested party in these proceedings to enable it file a substantive response to the Applicant’s application.
 - b. That the consent of this order filed in this court on 30th May 2023 be set-aside.
 - c. That the costs of this Application be in the cause.
2. The Notice of Motion was premised on the following grounds:-



- i. That the Applicant herein has instituted this suit without the necessary locus standi to institute a suit and contrary to the express provision of Section 2 of The *Labour Relations Act*.
 - ii. That the Applicant is neither a legal entity nor a corporate body that is recognised under the law to be able to institute or maintain a suit before this Honourable Court.
 - iii. That further, this suit is nothing more than a collusion between two parties whose sole objective is to abuse this court process with the objective of frustrating and thwarting the activities of the intended interested party.
 - iv. That to further exacerbate the illegality, one of the signatories of the illegal consent is not an official of the Interested Party with the legal capacity to enter into the purported consent.
 - v. That the intended interested Party now wishes to be joined into these proceedings to enable the court shed light on the impugned consent which should not be adopted as an order of the court.
 - vi. That the intended Interested Party herein avers that it has a demonstrable interest or stake in these proceedings and/or their outcomes for the reason that under the Union's Constitution, it is the General Secretary of the intended Interested party who is the instructing officer with the power to authorize the entry into or the recording of a consent on behalf of the union in all matters concerning the union or its members.
 - vii. That the joinder and presence of the intended Interested party in these proceedings will facilitate and assist the court to effectually and completely adjudicate and/or settle the question or issue in these proceedings, hence his presence in the proceedings is necessary.
 - viii. That the parties herein will not suffer any prejudice if this Honourable Court grants the orders sought in this application.
 - ix. That be that as it may, the overriding objective of Article 159(2) of *the Constitution* 2010, Sections 1A& 1B of the *Civil Procedure Act* is to achieve substantive justice to the litigants.
 - x. That the intended Interested Party has made and/or brought this Application without any unreasonable delay.
 - xi. That this Honourable court has the discretionary jurisdiction to make and/or issue the order of joinder of the intended Interested Party into these proceedings.
3. The Application was opposed by the Respondent/Applicant through the Replying Affidavit of Mary Murongoro, the National Chairperson of the Applicant and the Branch Chairperson of the Respondent, sworn on 6th July 2023, on the grounds that:- 'The Branch union is an autonomous body deriving its powers and mandate from Article 5.5 of the Union's Constitution(MM-1); the Officials of the branch are duly elected through independent elections held after every five years by fellow members of the Branch union and thereafter registered with the Registrar of the Trade Unions(MM-2).That the Vice Chairperson, one Evans W. Manyilila, as of 4th February 2022 ceased to be an employee of the County Government and under Article 4(i) of the Union's Constitution, his membership in the union terminated(MM-3); and through a resolution of the Branch Executive Committee of 8th February 2023(MM-5), Mr. Albert Simiyu Wanjala took up the position of Vice chairperson of the Bungoma Branch Union and he as the Vice Chairperson had the capacity to sign the consent in court. That the issues before the Court relate to the branch and have nothing to do with the National office to warrant the enjoinder of the General Secretary of the National office as they have no impact on the National office and the said application should be struck out with costs.



Written submissions

4. The court on 7th July 2023 directed that the application be canvassed by way of written submissions. The Intended Interested party's written submissions dated 24th July 2023 were filed by Mathenge Mwiti Advocates on the 26th July 2023. The Respondent/Applicant's written submissions dated 24th July 2023 were filed by the J.O. Makali & Company Advocates on the 25th July 2023.

Intended Interested Party's submissions.

5. It was submitted for the Intended Interested Party that the Consent of 30th May 2023 was invalid, null and void having been a result of collusion and filed by an entity without authority to so act.
6. The Intended interested party argued that the consent filed in court was in a bid to oust the involvement of the intended Interested Party, as the Applicant's officials and the Respondent herein were ejected from office by the Branch Congress and there was no way that the Applicant could have sued the Respondent when the Branch congress which is an organ of the Interested Party that had passed the resolution to oust the Branch Executive Committee was not enjoined in the suit as a party in the current suit.
7. The Intended Interested Party argued that a consent Order has a contractual effect and may only be set aside on the conditions available in setting aside a contract; being the existence of vitiating factors such as mistake, misrepresentation., coercion or undue influence. To buttress this assertion, the intended Interested party relied on the decision in *Flora N. Wasike V Destimo Wamboko*(1988)eKLR; where the court quoted with approval that:-

“It is now settled law that a consent judgment or order has contractual effect and can only be set side on grounds which would justify setting a contract aside, or if certain conditions remain to be fulfilled, which are not carried out: see the decision of this court in [JM Mwakio v Kenya Commercial Bank Ltd](#) Civil Appeals 28 of 1982 and 69 of 1983. In *Purcell v F C Trigell Ltd* [1970] 2 All ER 671, Winn LJ said at 676;

“It seems to me that, if a consent order is to be set aside, it can really only be set aside on grounds which would justify the setting aside of a contract entered into with knowledge of the material matters by legally competent persons, and I see no suggestion here that any matter that occurred would justify the setting aside or rectification of this order looked at as a contract.”

It seems that the position is exactly the same in East Africa. It was set out by Windham J, as he then was, and approved by the Court of Appeal for East Africa, in *Hirani v Kassam* (1952) 19 EACA 131, at 134, as follows:

“The mode of paying the debt, then, is part of the consent judgment. That being so, the court cannot interfere with it except in such circumstances as would afford good ground for varying or rescinding a contact between the parties. No such ground is alleged here. The position is clearly set out in Setton on Judgments and Orders (7th edn), vol 1, P 124, as follows:

“Prima facie, any order made in the presence and with the consent of counsel is binding on all parties to the proceedings or action, and on those claiming under them ... and cannot be varied or discharged unless obtained by fraud or collusion, or by an agreement contrary to the policy of the court ...; or if the consent was



given without sufficient material facts, or in general for a reason which would enable the court to set aside an agreement.”.....”

8. The intended interested party to further buttress the grounds required to set aside a consent as enumerated above relied on the decisions in *Gerishom Likechi Kitungulu v. Patel Prabhakar Isuer Bhai; Brooke Bond Liebig v. Mallya* 1975E.A. 266; *Fredrick Njora Mwangi v. New Kiona Ltd & Another* (2010)eKLR; *Windsor Commercial Land Company Ltd & Others v. Century National Merchant Bank Trust Ltd* SCCA 1114/2005.
9. The Intended Interested party further submitted that the Applicant did not have the authority to file a consent in court and only the General Secretary of the intended Interested Party pursuant to section 2, 25 and Section 73(3) of the *Labour Relations Act* is the Authorised representative, with authority to file any dispute between its members and officials before the honourable court. To buttress this position the interested party relied on the case of *Transport Workers Union v Consolebase Ltd*(2015)eKLR.
10. The intended interested party further opined that a miscellaneous application as filed is not appropriate for determination of the rights of parties and a proper suit ought to have been filed to address the issues raised in the notice of motion application dated 8th June 223 and the current motion should be struck out and a proper suit filed with the proper parties. To support this position , it relied on the case of *John Muya & 2 Others V Dickson Kangethe Njuguna*(2017) eKLR;
11. The intended Interested party argued that the Applicant’s reliance on Section 5.5 of the Union’s Constitution to claim that the Branch union was autonomous was misguided as the Branch Union could only perform its functions under the directions of the Branch BC and the National Secretariat and the branch Union had no authority to file any suit or sign any consents without the express authority of the Branch BC or the National Secretariat.

Respondent/Applicant’s Response

12. The Respondent/Applicant submitted that under Article 22, 258 and 260 of *the Constitution*, they have the right to institute proceedings claiming that their rights have being violated, infringed or violated.
13. The branch union/respondent further urged that under Section 2(b) (i) of the *Labour Relations Act*, 2007, a trade union on registration becomes as a body corporate that has the capacity to sue and be sued. The Respondent/Applicant argued that pursuant to section 25(5) of the *Labour relations Act*, a trade Union is authorised to register Branch unions and no person is authorised to act as an official of the Branch union unless the Branch is registered and its registration has not been cancelled. The Respondent/Applicant urged that the branch union officials are registered with the registrar of trade of unions and have the necessary locus to institute the suit before the court.
14. To buttress their assertion of having the locus standi to sue and enter into a consent, the Respondent / Applicant relied on the decisions in The *Law Society of Kenya Nairobi Branch Vs. Malindi Law Society & Others*(2017)eKLR; *Mumo Matemu v Trusted Society of Human Rights Alliance & 5 others* [2013] eKLR; *Republic v Registrar of Trade Union Ex parte Universities Academic Staff Union Egerton University Chapter; Joseph Juma Mafura & 6 others (Interested Parties)* [2021] eKLR.
15. The Respondent/applicant further argued that the consent order having already being entered into and the matter closed, the court had become functus officio and could not reopen the matter. To buttress this assertion they relied on the authority in *Joseph Gilbert Ouma v Kenya Ferry Services Limited* (2021)eKLR.



16. Further the Respondent/Applicant argued that as per section 99 of the *Civil Procedure Act*, the court may only reopen a matter to correct clerical or arithmetic mistakes in judgements, decrees or orders or errors arising from any accidental slips or omissions on its own motion or on application by the parties and the Interested party's application is not premised on the said ground to warrant their enjoinder in the suit.

Determination

17. The court having directed parties to address it on the issue whether the consent order filed in court on 30th May 2023 should be set-aside, will proceed to determine the issue. The court has considered the authorities and the law relied on by the parties. The application to set aside the consent order was filed by the Intended Interested Party.
18. The court must consider why the intended interested party's application should be allowed. To do that, the court must first consider the application by the intended interested party seeking to be enjoined as a party, reasons which must convince the court why the consent should be set aside. In *John Harun Mwau v Simone Haysom & 2 others; Attorney General & 2 others (Interested Parties)* [2021] eKLR the court held that: "The defendants'/applicants have also relied on the ruling by Mativo J. in *Kenya Medical Laboratory Technicians and Technologists Board & 6 others v Attorney General & 4 others* [2017] eKLR where the court held:-

"The test is not whether the joinder of the person proposed to be added as an interested party would be according to or against the wishes of the petitioner or whether the joinder would involve an investigation into a question not arising on the cause of action averred by the petitioner. It is whether the intended interested party has an identifiable stake, or a legal interest or duty in the proceedings. Reliance has also been placed on the Muruatetu Case, where the Supreme Court of Kenya outlined the requisite elements to being joined as an interested party to a suit when it held thus;

"[37] From the foregoing legal provisions, and from the case law, the following elements emerge as applicable where a party seeks to be enjoined in proceedings as an interested party:

One must move the Court by way of a formal application. Enjoinder is not as of right, but is at the discretion of the Court; hence, sufficient grounds must be laid before the Court, on the basis of the following elements:

- i. The personal interest or stake that the party has in the matter must be set out in the application. The interest must be clearly identifiable and must be proximate enough, to stand apart from anything that is merely peripheral.
- ii. The prejudice to be suffered by the intended interested party in case of non-joinder must also be demonstrated to the satisfaction of the Court. It must also be clearly outlined and not something remote.
- iii. Lastly, a party must, in its application, set out the case and/or submissions it intends to make before



the Court, and demonstrate the relevance of those submissions. It should also demonstrate that these submissions are not merely a replication of what the other parties will be making before the Court.” emphasis mine.

19. The *Black’s Law Dictionary, 9th Edition* at page 1232 defines an interested party as; “A party who has a recognizable stake (and therefore standing) in the matter” While the *Civil Procedure Act*, Cap 21 is silent on the concept of “interested party”, Order 41 Rule 5 of the *Civil Procedure Rules* 2010, make a reference to the term “interested party” and states; “The court either on its own motion or on application by any interested party, remove a receiver appointed pursuant to this order on such terms as it thinks fit”

20. In *Kenya Medical Laboratory Technicians and Technologists Board & 6 others v Attorney General & 4 others* [2017] eKLR, Mativo. J. explained when an interested party ought to be enjoined in a proceeding. He stated: -“A person is legally interested in the proceedings only if he can say that it may lead to a result that will affect him legally that is by curtailing his legal rights. In determining whether or not an applicant has a legal interest in the subject matter of an action sufficient to entitle him to be joined as an interested party the true test lies not so much in an analysis of what are the constituents of the applicant’s rights, but rather in what would be the result on the subject-matter of the action if those rights could be established. It is apparent that a party claiming to be enjoined in proceedings must have an interest in the pending litigation, but the interest must be legal, identifiable or demonstrate a duty”.

In the case of *Communications Commission of Kenya & 4 others v Royal Media Services Limited & 7 others* [2014] eKLR the Supreme Court of Kenya held that;

“(22) In determining whether the applicant should be admitted into these proceedings as an Interested Party we are guided by this Court’s Ruling in the Mumo Matemo case where the Court (at paragraphs 14 and 18) held:

“[An] interested party is one who has a stake in the proceedings, though he or she was not party to the cause ab initio. He or she is one who will be affected by the decision of the Court when it is made, either way. Such a person feels that his or her interest will not be well articulated unless he himself or she herself appears in the proceedings, and champions his or her cause...”

(23) Similarly, in the case of *Meme v. Republic*, [2004] 1 EA 124, the High Court observed that a party could be enjoined in a matter for the reasons that:

- “(i) Joinder of a person because his presence will result in the complete settlement of all the questions involved in the proceedings;
- (ii) joinder to provide protection for the rights of a party who would otherwise be adversely affected in law;
- (iii) joinder to prevent a likely course of proliferated litigation.....”

21. In light of the above case law, it is important to state that under Section 25(2) of the *Labour Relations Act*, 2007- An application to register a branch shall— (a) be made by an authorised representative



- within thirty days of the formation of the branch;. The Authorized Representative as per Section 2 of the said Act, for a trade union is the General Secretary.
22. Under Subsection 25(2)c, the General Secretary is mandated to specify the titles, names, ages, occupation and place of work of all officials of the branch. A record of the officials of the Branch have been reproduced here(MM-2) containing the names of the officials of the Branch, with the exception Albert Simiyu Wanjala, who is said to have replaced one Mr. Evans Manyilila.
 23. By a letter dated 23rd February 2023, the Branch Secretary (Bungoma) wrote to the registrar of Trade Unions to register Albert Simiyu as the new Vice chairperson for Bungoma Branch, a letter copied to the General Secretary(MM-5). The Intended Interested Party, through General Secretary has not told this court whether it protested the action of the Branch Secretary in forwarding the letter for the gazettelement of Albert Simiyu as the new vice chairperson.
 24. The intended Interested party in its application alleges that an unauthorised official signed the consent before this court. The statement by the intended Interested Party lacks particulars as to who the alleged unauthorised party is. By inference that official would be Albert Simiyu.
 25. Article 6(c) of the Union Constitution(MM1) provides that: “For the avoidance of doubt, any official who is co-opted , appointed or elected into office to fill a position that has become vacant before the next elections serves only the remainder of the term.” The court finds that Mr. Albert Simiyu was co-opted by the existing members of the Union as evidenced by the Letter to the Registrar of Trade unions(MM-5) in line with Article 6(c) above. The General Secretary has not provided any protest relating to this fact.

Locus Standi

26. It is important to note that under Section 2 of The Labour Relations Act, the authorised representative of a trade union is the General Secretary.
27. The Intended Interested Party referred to Section 73(3) of Labour Relations Act to state that any dispute that arises between the Applicant and the Respondent or any intention to refer the dispute to court would only be allowed on the directions of the General secretary.
28. Section 73(3) provides:- “A trade dispute may only be referred to the industrial court by the authorised representative of an employer; group of employers; employers’ organisation or trade union”.
29. A trade dispute is defined under section 2 of the LRA as “a dispute or difference, or an apprehended dispute or difference, between employers and employees, between employers and trade unions, or between an employers’ organisation and employees or trade unions, concerning any employment matter, and includes disputes regarding the dismissal, suspension or redundancy of employees, allocation of work or the recognition of a trade union;
30. A dispute between a Branch secretariat is not contemplated as a trade dispute in the definition of a trade dispute.
31. I agree with the Applicant/ Respondent that the Branch Union indeed has a locus to file a suit as pronounced in Republic v Registrar of Trade Union Ex parte Universities Academic Staff Union Egerton University Chapter; Joseph Juma Mafura & 6 others (Interested Parties) [2021] eKLR where Justice Wasilwa held as follows:-“1. locus 31. The respondents have argued that the applicants herein have no locus to sue in this matter as a branch chapter.
32. In confirming whether indeed the applicant herein have locus or not, I refer to the Labour Relations Act (LRA) under Section 21 of the Labour Relations Act 2007 provides that a registered Trade Union



is a body corporate with capacity to sue and be sued. The Act is however silent on issue of branch chapter's capacity.

33. That notwithstanding Section 25 of the *Labour Relations Act* deals with registration of Union branches. Indeed no branch can act as such without being Registered - Section 25 (5) of the *Labour Relations Act* is instructive that;-

“No person shall act or purport to act as an official of a branch or trade union, employers’ organization or federation if that branch is not registered or has had its registration cancelled.”

34. The operative word here is registration of the branch and it is registration that gives the branch capacity and indeed locus to perform its functions.”

35. Justice Wasilwa(supra) referred to the Court of Appeal decision in *LSK Nairobi Branch VS Malindi LSK & Others* (Supra) where while relying on Mumo Matemo Case the learned JJA stated as follows;-

“24it is to be noted that the promulgation of the 2010 constitution enlarged the scope of Locus Standi in Kenya. Article 22 & 258 have empowered every person, whether corporate or non-corporate to move the court, contesting any contravention of the Bill of Rights on *the constitution* in general....”

The locus standi to file judicial proceedings, representation or otherwise has been greatly enlarged by *the constitution* in Article 22 and 258 of *the constitution* which ensures unhindered access to justice.....” I uphold the decision and cited case law to apply in the instant application.

Whether there is merit in application for Setting aside the consent

36. From the application filed by the Applicant, a Branch congress had already been held on 11th March 2023(MM2), and therefore, a subsequent congress would have been a Special Branch Congress. A Special branch congress as per Article 5.4.3 of the Union Constitution, may be called by a majority decision of the Branch Executive Committee or on written request of not less than one third(1/3) of the fully paid up members of the branch.
37. The minutes of the 9th May 2023(MM-2) showed that the Branch Executive Committee had not called the special Meeting, but the same had been called by the Branch Secretary without the involvement of the Other Branch Executives.
38. Parties make constitutions to govern their conduct, and from the foregoing the Special branch Congress was held without the regard of the BEC but on the directions of the General Secretary as alleged by the Branch secretary during the meeting of 9th May 2023.
39. There was no application by one third of the members of the branch addressed to the General secretary to warrant the calling of the Special branch congress. The Special Branch Congress could only be conducted as per Article 5.4.3 of the Union’s Constitution. This was not the case in the present circumstances.
40. The Intended interested party’s application invites this court to set aside the consent filed on 30th May 2023, after which the Interested Party will then bring before this court the reasons why it should be



enjoined as a party. In considering the court's power to enjoin an Interested party In John Harun Mwau v Simone Haysom & 2 others; Attorney General & 2 others(supra) the following must be satisfied:-

- i. The personal interest or stake that the party has in the matter must be set out in the application. The interest must be clearly identifiable and must be proximate enough, to stand apart from anything that is merely peripheral.
- ii. The prejudice to be suffered by the intended interested party in case of non-joinder must also be demonstrated to the satisfaction of the Court. It must also be clearly outlined and not something remote.
- iii. Lastly, a party must, in its application, set out the case and/or submissions it intends to make before the Court, and demonstrate the relevance of those submissions. It should also demonstrate that these submissions are not merely a replication of what the other parties will be making before the Court.”

41. It is the holding of this court that the intended interested party should have provided all the particulars it wishes to inform the court if enjoined and to guide this court in setting aside the consent. To claim that it is only the General Secretary that can file a suit and a consent in court, is not a clear indication of the prejudice that will be suffered by the Intended Interested party. The intended interested party did not attach any evidentiary documents to back its assertions and referred the court to activities that are not in the court's notice.
42. The intended Interested Party has submitted widely on the setting aside of consent judgements and relied on many authorities. It was submitted that to set aside a consent , there must be provided proof of fraud, collusion, mistake misrepresentation , coercion or undue influence. It was not stated that the respondent and the applicant they entered into the consent through any coercion.
43. The Intended interested Party has alleged that the applicant and the Respondent as Branch Executives were removed from office, and colluded by filing the application in court to subvert the decision by the branch Congress removing them from office. The evidence that the Applicant and Respondent were removed from office has not been provided in this court; (no documents or proceedings have been produced in this court).
44. The Intended Interested party only refers to the Branch Congress having removed the Applicant and Respondent as officials. As an alleged organ of the National Office, the Branch Congress, must have a record of its proceedings. These have not been provided to prove this assertion.
45. What is before this court is a copy of the officials of the Branch Union(MM-2). This position was not controverted by the Intended Interested party and no other list in place of the existing officials has been provided.
46. The Applicant/Respondent also submitted that once a court issues its decision it becomes functus officio. It should be distinguished that a court only becomes functus officio if it deals with the merits of a case. That was not the position in this case, the parties entered into a consent bringing the matter to an end. The court in *Telkom Kenya Limited v John Ochanda (Suing On His Own Behalf and on Behalf Of 996 Former Employees of Telkom Kenya Limited)* [2014] eKLR observed that:-

“The doctrine is not to be understood to bar any engagement by a court with a case that it has already decided or pronounced itself on. What it does bar is a merit-based decisional re-engagement with the case once final judgment has been entered and a decree thereon issued. There do therefore exist certain exceptions and these have been captured thus in *Jersey*



Evening Post Ltd Vs Ai Thani [2002] JLR 542 at 550, also cited and applied by the Supreme Court;

“A court is functus when it has performed all its duties in a particular case. The doctrine does not prevent the court from correcting clerical errors nor does it prevent a judicial change of mind even when a decision has been communicated to the parties. Proceedings are only fully concluded, and the court functus, when its judgment or order has been perfected. The purpose of the doctrine is to provide finality. Once proceedings are finally concluded, the court cannot review or alter its decision; any challenge to its ruling or adjudication must be taken to a higher court if that right is available.”....”

47. The court holds that it has power to review the consent filed by the parties if it could be proved that there was misrepresentation of facts or fraud or coercion. That was not the case here.

Whether a miscellaneous application is the proper pleading in this case

48. The Intended Interested party in its submissions brought the issue relating to the Miscellaneous application not being a proper pleading. This issue was not raised in the intended Interested Party’s application, conversely, the submissions are not a pleading and the same issue cannot be raised at the submissions point.
49. In any event, the application by the Applicant was filed 18th May 2023 and when the matter came to court on 23rd May 2023, the parties had already agreed to settle their issues and on 31st May 2023, the parties adopted the consent in court and the matter was marked as settled.

Conclusion

50. I do hold that the Branch Union had capacity to enter into the consent as filed in court and the officials of the union are registered and the one member therein Mr. Albert Simiyu was co-opted by the other Committee members as per the union Constitution.
51. I further holds that the Intended interested party has the power to file its independent suit to raise any issues which are not before court that it wishes to address relating to the Branch Union in its capacity.
52. In the upshot the court holds that the application by the intended interested party by way of Notice of Motion Application dated 8th June 2023 is without merit and is dismissed. I exercise my discretion and hold I will not award costs in the instant case as the parties are members of the same union.
53. Right to appeal in 30 days.
54. It is so ordered.

DATED, SIGNED AND DELIVERED IN OPEN COURT AT KAKAMEGA THIS 28TH DAY OF SEPTEMBER 2023.

JEMIMAH KELI

JUDGE

IN THE PRESENCE OF :-

Court Assistant: Brenda Wesonga

Applicant/ intended Interested Party:- Mr. Oginga Advocate



Respondent: Ms. Masengeli

