



REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT
AT NAIROBI
CAUSE NO. 1588 OF 2010

(Before Hon. Lady Justice Maureen Onyango)

DAVID NELSON MISED A	CLAIMANT
VERSUS	
SEVEN SEAS TECHNOLOGIES LIMITED	RESPONDENT
AND	
RENTWORKS EAST AFRICA LIMITED	1ST OBJECTOR
METRO CREDIT LIMITED (Formerly	
BOBJANE CREDIT COMPANY LIMITED)	2ND OBJECTOR
CO-OPERATIVE BANK OF KENYA LIMITED	GARNISHEE

RULING

1. The Ruling before this Court is in respect of three applications dated 14th, 19th and 27th August 2020 respectively.

1st Application

2. This application has been brought by Rentworks East Africa Limited; the 1st Objector herein.

3. The Applicant seeks orders THAT:

(i) Spent

(ii) Spent

(iii) THAT this Court be pleased to vacate the proclamation and/or attachment of the Objector's movable assets/goods enlisted in the Proclamation dated 13th August 2020.

(iv) THAT this Court be pleased to permanently restrain the Decree Holder acting through their agents, Nairobi Connection Services Auctioneers or any other auctioneers from proclaiming, attaching, and/ or selling the Objector's properties as enlisted in the Proclamation Notice dated 13th August, 2020 or any such property at all.

(v) THAT this Court be pleased to raise, cancel, set aside, recall, lift and/or quash the warrants of attachment and sale of movable properties dated 30th July, 2020, and the Proclamation Notices dated 13th August, 2020 for listing goods that do not belong to the Judgment Debtor.

(vi) THAT the costs of this application be borne by the Plaintiffs.

4. The application is supported by the affidavit of SARAH NYAMACHE the Objector's Finance and Administration Manager and the following grounds:

- a) *The Objector is the sole and exclusive owner of the proclaimed movable property/goods and had only rented them out to the Judgement Debtor herein through a Master Rental Agreement dated 5th December, 2012.*
- b) *The movable property/goods the subject matter of the proclamation herein forms part of the subject matter in an ongoing suit filed by the Objector against the Judgement Debtor herein; **NAIROBI HCCC NO. E194 OF 2019 RENTWORKS EAST AFRICA LIMITED V SEVEN SEAS TECHNOLOGIES LIMITED**, for the recovery of debt owed to the Objector as well as the return of all equipment/ movable assets rented to the Respondent.*
- c) *However, on 13th August, 2020, the Decree Holder herein through Nairobi Connection Services Auctioneers issued proclamation noticed against the movable assets/goods of the Objector purporting to execute warrants of attachment and sale issued in the suit herein.*
- d) *The Objector is the sole and exclusive owner of the proclaimed movable assets/goods, therefore, the purported proclamation is not only unlawful but also illegal as the proclaimed movable assets/goods do not belong to the Respondent.*
- e) *Therefore, the Judgement Debtor has no legal or beneficial interests in the Objector's movable assets/goods proclaimed and/or intended to be attached for sale in execution of the decree.*
- f) *Despite the foregoing, Nairobi Connection Services Auctioneers while acting under Decree Holder's express and/or ostensible instructions, have illegally and unlawfully issued proclamation notices dated 13th August, 2020 purporting to proclaim assets/movable goods belonging to the Objector but in the possession of the 1st Defendant, in execution of a decree issued on 14th December, 2019.*
- g) *Unless this Court intervenes, the Decree Holder herein will proceed either by themselves, their agents and/or servants, particularly Nairobi Connection Services Auctioneers to illegally and unlawfully proclaim, attach and sell the Objector's movable assets/goods either by private treaty and/or public auction causing the Objector irreparable damage and inconveniencing their business activities.*
- h) *Therefore, it is in the interests of justice that this Court grant the orders sought in this Application as prayed.*

5. The application was responded to via a Replying Affidavit sworn 27th August 2020 by David Nelson Miseda, the Decree Holder wherein he avers that the 1st Objector has not provided the latest records, lease and/or Certificate of Directorship of its company to the court for examination and/or records.

6. The affiant avers that the 1st Objector's witness has not annexed the alleged resolution of the board and as such the Application is incompetent and bad in law. He adds that the rental scheme and equipment does not include the furniture and the motor vehicles attached in the proclamation notice dated 13th August 2020 and the attachment should be allowed to proceed as it is legal and procedural.

7. He further states that the Judgment debtor has refused and/or neglected to satisfy the decree dated 14th December 2019 and has colluded with the Objector to defeat the decree holders. That additionally, he is a stranger to the alleged Rental Master Agreements and only wants payments of his terminal dues vide this Court's judgment of 27th September 2019. He depose that he is also a stranger to the **Civil Suit No. E194 of 2019**.

8. The affiant avers that the 1st Objector has not demonstrated the moveable properties which belong to it and which one belong to the Judgement Debtor.

9. He avers that the proclaimed goods belong to the Judgement

Debtor and not the Objector as alleged citing the example of Motor vehicle KBW553G which is in the name of the Judgement Debtor as evidenced in the attached logbook. That unless they produce the receipts as evidence of ownership and proof of purchase the moveable goods the court should presume that the proclamation notice is in order.

10. The affiant further states that the absence of any receipts or logbooks nullify any claims of ownership. That the Objector will not suffer unjustly and immensely given that it has not established any legal right of ownership of the goods attached under the proclamation.

11. On 9th February 2021, the 1st Objector swore a supplementary affidavit following this court's leave granted on 19th January 2021. In it the affiant avers that pursuant to the Master Rental Agreement dated 5th December 2012, on or about 12th March 2013, the 1st Objector and the Judgement Debtor entered into a Rental Schedule for renting of kitchen equipment and office furniture, which was financed by NIC Bank Limited and all receivables from the Judgement Debtor were payable directly to the Bank.

12. He reiterates that contrary to the decree holder's allegations, the 1st Objector is the sole and exclusive owner of all the movable goods/assets proclaimed on 13th August 2020 (except motor vehicles no. KBW 553G, KBS 544S and KCP 080P), and as such, the proclamation notice ought to be vacated, lifted and/or quashed and the Decree-Holder be permanently restrained from attaching and disposing the same.

13. He reiterates that the attached movable goods form the subject matter of a recovery suit filed against the Respondent, **Nairobi Hccc No. E194 of 2019 Rentworks East Africa Limited v Seven Seas Technologies Limited**, which is still ongoing, and if disposed by the Decree-Holder, the substratum of the suit will disintegrate to the 1st Objector's detriment and prejudice.

14. He states that the 1st Objector is not aware of any transactions, contracts and/or arrangements between the Decree-Holder and the Respondent. Additionally, the 1st Objector states that the present application is an objection proceeding and it raises nothing to do with ownership and/or directorship of any party, thus, the averments therein are extrinsic to the issues in dispute.

15. The 1st Objector states the Master Rental Agreement dated 5th December 2012 as well as the Rental Schedules dated 26th March 2013 and 25th May 2017 all produced in court sufficiently demonstrate that the 1st Objector's is the sole and exclusive owner of the attached movable goods except the three motor vehicles.

16. He avers that the threshold in objection proceedings, is for the Objector to show title to, equitable interests and/or rights over the proclaimed/attached goods. The 1st Objector reiterates that as the sole and exclusive owner of the proclaimed goods, the proclamation was wrongful and illegal, and it will suffer irreparable injury if the Decree-Holder is allowed to proceed with execution.

2nd Application

17. This application has been brought by Metro Credit Limited (Formerly Bobjane Credit Company Limited); the 2nd Objector herein.

18. The Applicant seeks orders THAT:

(i) Spent

(ii) Spent

(iii) THAT the Court be pleased to raise the proclamation/attachment of the Objector's Motor Vehicle Registration Number KBW 553G Toyota Station Wagon enlisted in the Proclamation dated 13th August, 2020 by Nairobi Connections Limited Auctioneers.

(iv) The costs of this Application and the attachment be borne by the attaching Creditor.

19. The application is supported by the affidavit of DENNIS MUNENE the 2nd Objector's General Manager and the following grounds:

a. Motor Vehicle Registration Number KBW 553G Toyota Station Wagon is the subject matter of diverse Loan Agreements between the Objector/Applicant and the Judgement Debtor herein.

b. The said Motor Vehicle Registration Number KBW 553G Toyota Station Wagon is still registered in the joint names of the Judgement Debtor and the Objector (Metro Credit Limited formerly Bob jane Credit Company Limited).

c. The Objector being a joint owner has a right to protect its interest in the said Motor Vehicle Registration Number KBW 553G Toyota Station Wagon.

d. The Objector's interest in the said motor vehicle has priority over the attaching Creditor.

e. The Objector is not a party to the suit.

f. The Judgement Debtor is legal person owning its own property which the Decree Holder may attach.

20. In his affidavit, Mr. Munene avers that to date, the debtor has not paid up the loan facilities in full and there remains a substantial outstanding balance as at 3rd August 2020 and its interest. That as a financier it has priority over the interest of the attaching creditor. That the Judgement Debtor is a separate legal entity from the Objector and the Decree Holder ought to attach only that property which is solely owned by the 1st Respondent.

21. The Decree Holder, Mr David Nelson Miseda responded to this application vide an affidavit sworn on 24th October 2020. In it, he reiterates the arguments pleaded in the affidavit sworn in response to the first application.

22. He avers that he is a stranger to the loan Application and Agreements and he wants to be paid his terminal dues.

23. Mr Munene swore a further affidavit in response to the Decree Holder on 5th November 2020. In it, he avers that the motor vehicle KBW 553G was offered as a security by the Judgement Debtor for advances to it on diverse dates by the 2nd Objector. He also avers that before the advance of monies, the 2nd Objector did in fact require a board resolution sanctioning the borrowing.

24. He further reiterates that its legal interest in the said motor vehicle supersedes the Decree Holder's interest and that it stands to suffer substantial loss as its security for loan facilities advanced to the Judgement Debtor will be lost.

3rd Application

25. This application has been brought by David Nelson Miseda, the Decree Holder herein on 27th August 2020.

26. The Applicant seeks orders THAT:

(i) Spent

(ii) THAT this Court be pleased to order that all deposits in Account No. 011xxxxxxxxxx held by the Judgement Debtor at Co-operative Bank be attached to answer the decree herein

(iii) THAT an Order Nisi attaching the movable properties do issue in the first instance.

(iv) THAT this Court be pleased to Order that the Garnishee to attend Court on a day to be appointed and show cause why it should not pay the decree holder the sum of monies/deposits in Account No. 011xxxxxxxxxx held by the Judgement Debtor judgment debtor at its Co-operative Bank.

(v) THAT this Court be pleased to Order that the garnishee do pay the decree holder the sum of monies in the decree.

(vi) THAT costs of this Application be borne by the Respondents Judgment debtors.

27. The Application is supported by an affidavit sworn on the same date and on the following grounds.

a. On 27th September 2019, this Court granted judgment in favour of the Plaintiff against the Defendant and a decree was issued in that regard.

b. That on or about the 13th August 2020, the Decree Holder instructed the Nairobi Connections Auctioneers to move and attach the Respondent's properties after showing no signs of making good the claim.

c. On 19th August 2020 the 1st Objector, Rentworks East Africa Ltd applied for a stay of execution of the decree herein pending the hearing and determination of the Application dated 14th August 2020. The Application is scheduled for inter-parte hearing on 1st September 2020.

d. The Respondent has paid Kshs.500.000/= but does not intend to satisfy the entire decretal amount.

e. The decree remains partially unsatisfied as the Judgement Debtor owes Kshs.259,333 plus a further unpaid commissions of USD 59,852.29

f. The Respondent/Judgement Debtor was the Employer who has halted the proclamation process which was necessary for the Decree Holder to recover his terminal benefits

g. It is only in the interests of justice that the orders sought herein be granted to enable the Decree Holder enjoy.

28. The Decree Holder avers that despite his advocates' demands for payment of the decretal sum, the Judgement Debtor and its servants/officials have frustrated execution through acts such as requesting for dialogue and keeping house by way of hiding and thus avoiding satisfaction of the decree and that it is now obvious that he has no intention of doing so even after.

29. In addition, the Decree Holder avers that the Judgement Debtor is keen on frustrating the Claimant's effort towards execution and have colluded and added another party to that effect and have further raised extraneous issues. He states that this court is enjoined to give effect to the overriding objective and concludes that it is only fair that the execution do proceed towards satisfaction of the decree herein.

30. The Application was responded to vide an affidavit sworn on 9th May 2021 by Enid Muturi; an employee working at the Corporate Banking Department of the Garnishee (being Co-operative Bank of Kenya).

31. She avers that the bank received a Garnishee Order Nisi against the bank account no. 011xxxxxxxxxx attaching the funds held therein on behalf on the Judgement Debtor so as to answer the partially satisfied Judgment of the Court where the balance now remains at Kshs.259,333/= and USD 59,852.29.

32. The affiant states that the Garnishee does not dispute that the Judgement Debtor holds the said accounts with it in the name of SEVEN SEAS TECHNOLOGIES LTD. However the Garnishee states that the said account has insufficient funds and incapable of satisfying the decree issued by this Court. The said bank account as at 29th October 2020 has a credit balance of Kshs.7,616.42.

33. She states that the bank has a lien over the said account as the same is used to service a loan that the Respondent/Judgment-Debtor herein took out a loan facility vide an amended offer letter dated 28th May 2020.

34. She adds that as per the offer letter signed by the Judgment Debtor, the bank is at liberty to debit any sums due from the Judgement Debtor to the bank under the loan facility to any account of the Defendant with the bank in settling the outstanding loan balance and as such, the bank account no. 011xxxxxxxxxxx has been used to settle the loan account.

35. The affiant states that compliance by the Garnishee is pegged on the funds owed to the Judgement Debtor as of the time when the decree nisi order is served upon the garnishee. Additionally, that the Garnishee is not indebted to the Judgement Debtor and rather it is the Judgement Debtor who owes the Garnishee funds and as such the Garnishee has a lien over the account in question.

36. She concludes that the Garnishee has not frustrated the realization of the valid judgment of this Court. It therefore prays that the Order Nisi be lifted and the Garnishee be discharged with costs of Kshs.20,000/= to be borne by the Respondent.

Submissions

1st Objector's Submissions

37. On whether the proclamation notices and warrants of attachment issued on 13th August 2020 should be vacated, the 1st Objector relied on the provisions of Order 22 Rule 51(1) and (2) of the Civil Procedure Rules which gives it the right to object to the attachment and sale of its movable properties.

38. The 1st Objector relied on Order 22 Rule 53 of the Civil Procedure Rules which provides for a statutory basis for this court to exercise jurisdiction over the present application. The 1st Objector submitted that it is trite law that the burden of proof is upon the Objector to establish that it is entitled to or has legal or equitable interests in the whole or part of the attached movable goods/assets as stated in the case of **Arun C. Sharma v Ashana Raikundalia T/A A, Raikundalia & Co. Advocates & 4 Others [2014] eKLR**.

39. The 1st Objector submitted that the threshold in objection proceedings, is for the Objector to demonstrate on scale of convenience that it has title to, or equitable interests and/or rights over the proclaimed/attached goods. Based on this, the Objector submitted that it has established without doubt its ownership and/or interest in the attached goods. That therefore the burden of proof shifts to the Decree- to establish that the goods belong to the Respondent. For emphasis it relied on the case of Patrick **Kingori Warugongo v James Nderitu & Another [2014] eKLR**.

40. The Objector argued that the Decree Holder has not provided any evidence to prove that the Judgement Debtor owns the attached goods. That having demonstrated on balance of convenience that it is the sole and exclusive owner of the attached movable assets, the Judgement Debtor has no ownership rights over the same and thus, the Decree Holder is devoid of any locus standi to proclaim, attach and to sell movable assets/goods belonging to it.

41. The 1st Objector also submitted that having established that it is the sole and exclusive owner of the attached assets, it urged the court to issue a permanent injunction restraining the Decree Holder from proclaiming or attaching the said assets.

42. It submitted that it is trite law that a permanent injunction perpetually restrains the commission of an act by a Party, the Decree-Holder herein, in order for the rights of the 1st Objector to be protected, and it is issued after conclusive hearing of the case relying on the case of **Kenya Power & Lighting Co. Limited v Sheriff Molana Habib [2018] eKLR**.

43. Further, the Objector submitted that for an order of injunction to be granted, parties must adduce credible and cogent evidence to demonstrate the three pillars of injunctions being: *prima facie case, irreparable injury and balance of convenience*. For emphasis it relied on the case of **Nguruman Limited v Jan Bonde Nielsen & 2 Others, CA No. 77 of 2012; [2014] eKLR** cited in **Kenya Power & Lighting Co. Limited v Sheriff Molana Habib (Supra)**.

44. From the foregoing, the Objector submitted that it has met all necessary conditions for the grant of the permanent injunction and urged the court to issue the permanent injunction order restraining the Decree Holder or his agents from proclaiming, attaching and/or selling its properties as enlisted in the Notice of 13th August 2020.

2nd Objector's Submissions

45. The 2nd Objector relied on the provisions of Order 22 rule 51 of the Civil Procedure Rules and the case of **Arun C. Sharma v Ashana Raikundalia T/A A, Raikundalia & Co. Advocates & 4 others [2014] eKLR**.

46. It submitted that it has demonstrated that it has a legal interest in the subject motor vehicle KBW 553G enlisted in the proclamation notice issued by Nairobi Connections Limited in execution of the decree herein.

47. The 2nd Objector submitted that it had demonstrated its interest in the subject motor vehicle that no evidence has been provided by the Decree Holder to the contrary to warrant any order other than the raising of the proclamation notice issued to the Judgement Debtor in so far as the motor vehicle registration number KBW 553G. It relied on the case of **Patrick Kingori Warugongo v James Nderitu & Another [2014] eKLR**.

48. The 2nd Objector concluded that it was not a party to the suit between the Decree Holder and the Judgement Debtor herein and is not in any way privy to the issues between the two. It therefore urged this court to proceed and allow the application and raise the proclamation of the Objector's motor vehicle registration number KBW 553G.

49. No submissions had been filed by the Garnishee at the time of delivering this ruling.

Decree Holder's Submissions

50. The Decree Holder filed his submissions in response to all three applications. He reiterated his case and stated that this court has the power to deal with the instant applications under Order 22 Rules 51, 52, 53 and 54 of the Civil Procedure Rules.

51. He urged the Court to allow his Application dated 27th August 2020 as prayed given that the same stood unopposed.

Analysis and Determination

52. I have considered the applications, the affidavits in support of and in opposition thereof as well as the submissions by the parties. The issues arising for determination are whether each of the Applicants is entitled to the orders sought.

1st Application

53. Order 22 Rule 51(1) and (2) of the Civil Procedure Rules gives the 1st Objector the right to object to the attachment and sale of its movable properties. It provides as follows –

(1) Any person claiming to be entitled to or to have a legal or equitable interest in the whole of or part of any property attached in execution of a decree may at any time prior to payment out of the proceeds of sale of such property give notice in writing to the court and to all the parties and to the decree-holder of his objection to the attachment of such property.

(2) Such notice shall be accompanied by an application supported by affidavit and shall set out in brief the nature of the claim which such Objector or person makes to the whole or portion of the property attached.

54. Order 22 Rule 53 of the Civil Procedure Rules provides for a statutory basis for this Court to exercise jurisdiction over the present Application. It provides as follows: -

[Order 22, rule 53.] Raising of attachment.

Should the attaching creditor in pursuance of a notice issued under rule 52 either fail to reply to the court and the objector within the period prescribed by the notice or intimate in writing to the court and the objector within the period prescribed by such notice that he does not propose to proceed with the execution of the attachment of the whole or of a portion of the property subject to the attachment, the court shall make an order raising the attachment as to the whole or a portion of the property subject to the attachment in accordance with the intimation received from the attaching creditor and shall make such order as to costs as it shall deem fit.

55. It is trite law that the burden of proof is upon the 1st Objector to establish that it entitled to or has legal or equitable interests in whole or part of the attached movable goods/assets as was held in the case of **Arun C. Sharma v Ashana Raikundalia T/A A. Raikundalia & Co. Advocates & 4 Others [2014] eKLR** that: -

“The Objector bears the burden of proving that he is entitled to or has legal or equitable interest on the whole or part of the attached property. The key words are; entitled to or to have a legal or equitable interest in the whole or part of the property. Has the Objector proved it is entitled to or to have a legal or equitable interest in the whole or part of any property attached in execution of a decree?”

56. The threshold in objection proceedings is for the objector to demonstrate on a scale of convenience that it has title to, or equitable interests and/or rights over the proclaimed/attached goods.

57. It is not in dispute that the 1st Objector herein leased all the equipment/furniture (other than the three motor vehicles registration no. KBW 553G, KBS 544S and KCP 080P) to the Respondent pursuant to the Master Rental Agreement dated 5th December 2012 and the Rental Schedule dated 25th May 2017.

58. Pursuant to Rental Schedules of 26th March 2013 and 25th May 2017, all the attached movable property being 4 kycero copiers, 4 television sets, 6 reception counters, 40 cabinet filings, 40 computer units, 6 printers, 4 conference tables, 60 conference chairs, 14 highbar stools, LCD television, 2 pull up screen, 2 sony projectors, 1 glass top coffee table, 80 laptop units, 180 office desks, 250 office chairs, 1 glass top coffee table, computer server NFS 320 machine, 14 wooden work stations, 4 CCTV Cameras, LC Television, 4 Dell laptops, 14 Black coucher lexine and 1 Alphine Water Dispenser were leased to the Respondent.

59. Clause 13 of the Master Rental Agreement obligated the Respondent to return the equipment upon expiry or termination of the Agreement, and as such, the same does not confer ownership rights over the leased goods to the Respondent.

60. I am further satisfied that the attached movable property/goods herein form part of the subject matter in an ongoing suit filed by the 1st Objector against the Respondent herein in **Nairobi HCCC No. E194 of 2019 Rentworks East Africa Limited v Seven Seas Technologies Limited** for the recovery of unpaid rental fees owed to the 1st Objector as well as the return of all equipment/ movable assets rented to the

Respondent.

61. The objection proceedings by the 1st Object therefore succeed and I accordingly lift the proclamation and attachment warrants as prayed in the application with respect to the Property/Assets set out in the application.

2nd Application

62. The 2nd Objector adduced evidence of a financing agreement between the Objector and the Respondent in respect of Motor Vehicle Registration No. KBW 55G Toyota Station Wagon. The details of ownership of the subject motor vehicle clearly show that it is registered in the joint names of the 2nd Objector Bobjane Credit Company Limited and the Respondent/Judgment Debtor Seven Seas Technologies Limited as at 14th August 2020. The 2nd Objector has further demonstrated that it financed the purchase of the subject motor vehicle and that the judgment debtor herein has not completed payment of the same. This is reflected in both the financing agreement and the Statement of Account as at 8th March 2020 which reflects a balance of Kshs.1,725,000.00.

63. For these reasons I find the application by the 2nd Objector merited and hereby grant orders that the proclamation/attachment of the 2nd Objector's Motor Vehicle Registration Number KBW 553G Toyota Station Wagon enlisted in the proclamation dated 13th August 2020 by Nairobi Connection Limited Auctioneers be and is hereby lifted.

3rd Application

64. The third application the Decree Holder's application seeks to attach all deposits in Account No. 011xxxxxxxxxx held by the judgment Debtor at Co-operative Bank. As has been demonstrated by the Garnishee Bank, the account balance at the time of service of the Decree Nisi was Kshs.7,616.42 and the Garnishee Bank has demonstrated that it has a lien over the said account which is used by the Judgment Debtor to service a loan advanced to it by the Garnishee Bank. The Garnishee Nisi Order is accordingly discharged.

Conclusion

65. The 1st and 2nd Objectors having been successful in their objection proceedings, the Respondent shall pay their costs of the objection proceedings.

66. The Garnishee Bank's costs in the third applications shall also be borne by the Respondent.

67. The judgment debtor's costs in all three applications will also be borne by the Respondent.

DATED, SIGNED AND DELIVERED AT NAIROBI ON THIS 16TH DAY OF JULY 2021

MAUREEN ONYANGO

JUDGE

ORDER

In view of the declaration of measures restricting court operations due to the COVID-19 pandemic and in light of the directions issued by His Lordship, the Chief Justice on 15th March 2020 and subsequent directions of 21st April 2020 that judgments and rulings shall be delivered through video conferencing or via email. They have waived compliance with **Order 21 Rule 1 of the Civil Procedure Rules**, which requires that all judgments and rulings be pronounced in open court. In permitting this course, this court had been guided by Article 159(2) (d) of the Constitution which requires the court to eschew undue technicalities in delivering justice, the right of access to justice guaranteed to every person under Article 48 of the Constitution and the provisions of **Section 1B of the Civil Procedure Act (Chapter 21 of the Laws of Kenya)** which impose on this court the duty of the court, inter alia, to use suitable technology to enhance the overriding objective which is to facilitate just, expeditious, proportionate and affordable resolution of civil disputes.

MAUREEN ONYANGO

JUDGE