



REPUBLIC OF KENYA



**Ethics & Anti-Corruption Commission v Barrawah t/a Mediscope
Agencies & 20 others (Anti-Corruption and Economic Crimes Civil
Suit 7 of 2018) [2025] KEHC 11745 (KLR) (31 July 2025) (Judgment)**

Neutral citation: [2025] KEHC 11745 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI LAW COURTS)
ANTI-CORRUPTION AND ECONOMIC CRIMES CIVIL SUIT 7 OF 2018**

**EN MAINA, J
JULY 31, 2025**

BETWEEN

ETHICS & ANTI-CORRUPTION COMMISSION PLAINTIFF

AND

**STEPHEN SANGA BARRAWAH T/A MEDISCOPE AGENCIES 1ST
DEFENDANT**

SERAH MUSYIMI 2ND DEFENDANT

BARRAWAH LIMITED 3RD DEFENDANT

DAVID KISOI NDUNGA T/A DANKIES AGENCIES 4TH DEFENDANT

TIMOTHY MALINGI KOE 5TH DEFENDANT

GILBERT M.S. BAYA 6TH DEFENDANT

GABRIEL MAJIWA MKARE 7TH DEFENDANT

ALEX KITHEKA MWONGELA 8TH DEFENDANT

ANDREW KITHI KOMBE 9TH DEFENDANT

SOPHIA MNYAMANYI MWANDAWIRO 10TH DEFENDANT

RAPHAEL KIOLI MUTISO 11TH DEFENDANT

BENJAMIN KAI CHILUMO 12TH DEFENDANT

RIZIKI MATANO CHOGA 13TH DEFENDANT

MWATELA MWASEMU 14TH DEFENDANT

JUSTIN NDIRANGU NGURE 15TH DEFENDANT

JULIUS MWAIKIZA MUNGA 16TH DEFENDANT



PAUL TEIDO MWANZO	17 TH DEFENDANT
RICHARD POLE MWASAMBU	18 TH DEFENDANT
EQUITY BANK OF KENYA	19 TH DEFENDANT
BARCLAYS BANK OF KENYA	20 TH DEFENDANT
CO-OPERATIVE BANK OF KENYA	21 ST DEFENDANT

JUDGMENT

1. The Plaintiff has brought this suit for recovery of Kshs 24,460,000 alleged to have been corruptly acquired from the County Assembly of Kilifi (a public organ) and unlawfully, fraudulently and illegally, paid the 1st Defendant purportedly in respect to procurement of 6000 pieces of long-lasting insecticide- treated mosquito nets during the financial year 2015/2016.
2. The Plaintiff claims the said sum of Kshs 24,460,000 together with interest. It also prays for the costs of this suit

The Parties

3. The Plaintiff is a Body Corporate established under Section 3 of the Ethics & Anti-Corruption Commission Act. It is mandated to Institute and conduct proceedings for the purpose of recovery or protection of public property.
4. The 1st Defendant is an adult of sound mind trading in the name and style of Mediscope Agencies a business name registered under the [Registration of Business Names Act](#). He was also the director of the 3rd defendant.
5. The 2nd Defendant was at all material times an adult of sound mind who resided within the republic of Kenya.
6. The 3rd Defendant was at all times to the suit a limited liability company incorporated in the Republic of Kenya and carrying out business in Nairobi within the Republic of Kenya.
7. The 4th Defendant was at all times of the suit trading in the name and style of Dankies Agencies a business name registered in Kenya under the [Registration of Business Names Act](#) and carrying out business in Nairobi within the Republic of Kenya.
8. The 5th – 18th Defendants were at all material times to this suit employees of the County Government of Kilifi.
9. The 19th Defendant was at all times relevant to the suit a limited liability company incorporated in the Republic of Kenya and carrying out business in Nairobi within the Republic of Kenya.
10. The 20th Defendant was at all times relevant to the suit a limited liability company incorporated in the Republic of Kenya and carrying out business in Nairobi within the Republic of Kenya.
11. The 21st Defendant was at all times relevant to the suit a limited liability company incorporated in the Republic of Kenya and carrying out business in Nairobi within the Republic of Kenya.



The Plaintiff's case

12. The Plaintiff avers that it launched investigations into the allegations that the County Government of Kilifi irregularly paid public funds of Kshs. 26,460,000 to Mediscope Agencies in respect of procurement of 6000 pieces of long lasting insecticide treated nets during the financial year 2015/2016 and established that the Defendants jointly and severally facilitated and willfully participated in a corrupt enterprise with the corrupt aim of fraudulently acquiring public funds from the County government of Kilifi through fraudulent and corrupt means; that the 1st Defendant received Kshs. 8,820,000 from the County Government on three different dates 3rd July 2015, 20th August 2015 and 24th September 2015 in his bank account number 04502XXXX7332 through fraudulent and corrupt practice in respect of procurement of 6000 pieces of long lasting insecticide treated nets; that the 1st, 2nd and 4th Defendants through a joint fraudulent scheme and corrupt enterprise unlawfully acquired public funds of kshs 24,460,000 through bank account 04502XXXX7332 at Equity bank in the name of the 1st Defendant thereby causing substantial damage and adverse pecuniary prejudice to the County Government of Kilifi and that the 1st, 2nd and 4th Defendants through a joint fraudulent scheme and corrupt enterprise unlawfully acquired public funds of kshs 24,460,000 from the County Government of Kilifi thereby unjustly enriching themselves to the financial detriment of the government of Kenya.
13. Further that the 5th, 6th, 7th, 8th, 9th, 10th, 11th, 13th, 14th, 15th, 16th, 17th and 18th Defendants as public officers and in their respective course of employment were jointly and severally negligent in respect to the procurement of 6000 pieces of long lasting insecticides treated nets thus leading to illegal and fraudulent loss of public funds in the sum of Kshs. 24,460,000 to the detriment of the County Government of Kilifi.
14. To prove its case, the Plaintiff called the following witnesses: — PW1, Keziah Wangui, testified that she conducted a special audit at the request of Chief Finance Officer, Benjamin Kaai (the 12th Defendant). She investigated several vouchers, particularly one for Kshs. 8,820,000 payment to Mediscope Agencies and discovered three such payments made using the same LPO number. Two payments were cancelled in Integrated Financial Management Information System (IFMIS) but still processed through the Central Bank of Kenya (CBK) Internet Banking System. She stated that only one payment voucher was available and properly documented. The other two lacked supporting documents. Her report also flagged “below-the-line transactions” payments made without corresponding budget votes. She recommended a forensic audit, which was never done. In cross examination she stated that she could not confirm physical delivery of the mosquito nets. Audit relied purely on available documents, and no physical stock verification was done. The delivery note and invoice were dated before the LPO issuance, hence raising doubts and the IFMIS reference number REC/00XXXX536 corresponded to at least two payments instead of one.
15. PW2, Maureen Kimeli, testified that she was an accountant with experience in the National Government's Finance department and IFMIS Department. She briefly explained how IFMIS is a system used by the National and County Governments for public financial management, including procurement, budgeting, accounting, payment, and reporting. It involves loading a budget, loading a procurement plan, entering a requisition, and capturing the budget and procurement plan. Once a supplier is identified, a purchase order is captured in the system for payment purposes. The LPO is generated after the head of the procurement department approves the requisition. The next stage is invoice generation, where an accountant matches the invoice with the purchase order. Another accountant confirms the invoice information and validates it. The invoice is then approved by another accountant who performs an Electronical Funds Transfer (EFT). The last part was the payment through the Internet Banking System (IBS). She further explained that the documents in the system



- move together with payment vouchers to verify the same. At the EFT stage, the accountant with payment credentials logs in and does the EFT, which means importation of the payment from IFMIS to Internet Banking System (IBS). In this case, the Kshs.8,820,000 paid to Mediscope Agencies Ltd was processed six times on the IFMIS system.
16. She explained that the first part of the process involved a requisition No. 133, purchase order No.23XXXX11, invoice for LPO No. 23XXXX11, and payment by Chonyi C. on 25th June 2015. She stated that the second payment of Kshs.8,820,000 was done without an LPO. The invoice was validated by Mwangombe C on 12th August 2015, and later cancelled or voided in the IFMIS by Mkare G. The third payment had multiple voidances, with the first number being voided by Chonyi C.
 17. In cross examination, she stated that the summary of transactions reveals that the IFMIS system does not make mistakes and provides accurate information. The system does not include the names of the 4th defendant, and the information provided does not include the supplier who supplied (in other words), the winner of the tender. The system only makes payments to parties entered in it, and Kisoi Dunda and Dankis are not mentioned. The system has users, and the first transaction was created by Justin Ndirangu Ngure on 18th August 2015. The first transaction was cancelled by Mkare G, and the user name assigned from the Health Department is unknown. BIGIFMIS is used for posting transactions to the general ledger, but it cannot create a transaction. Wangui's report contains the appointment letters for users who transacted on the platform in Kilifi County, but it was not addressed to the IFMIS department.
 18. She further stated that the IFMIS system is a complex system that allows for the automatic creation of purchase orders after procurement and budget are uploaded. However, the system has been found to be porous and cannot stop payments that have already been made. The system allows four different users to create the same invoice, and there are no controls to ensure that this is not done. The system also allows for the creation of the same invoice for multiple suppliers. The system cannot determine if the transaction went through to the Internet Banking.
 19. PW3, Judith Ngani Tsuma testified that she previously held the position of Director HR Kilifi County Government. They provided statements as evidence against various defendants, including a procurement officer, computer programmer, supply chain management assistant, head of supply chain management, clerical officer, finance department employee, accountant, and chief officer in-charge of finance. The information was retrieved from their personal files and provided to the Ethics and Anti-Corruption Commission (EACC).
 20. On being cross examined she stated that her statement of the Defendants in the case is a summary of the proceedings. Stephen Sanga Barrawah (1st defendant), Sarah Musyimi (2nd defendant), David Kisoi Ndunda (3rd defendant), Justin Ndirangu Ngure (4th defendant) are all not mentioned while Ben Kai Chilimo (12th defendant) is mentioned. The 5th – 18th Defendants are identified as staff members. Mr. Matano (13th defendant), was a procurement officer and Head of Supply Chain Management. Kelvin Kigen Kieti (14th defendant) is not mentioned. The 15th defendant, Julius Munga, is not mentioned either as is the 17th defendant.
 21. PW4, Peterson Gitari Muriuki, testified that he previously worked at the National Treasury IFMIS Department as Head of Business Processes in IFMIS – Accounts, Finance and Procurement. In his statement, he refers to several invoices and payments related to Mediscope, including invoices 1, 2, and 3. Invoice No. 1 was for Kshs.8,820,000/=, the gross payment, but after tax it was Kshs.8,336,373.10. Invoice No. 2 was for Kshs.8,820,000, the gross amount, but after payment, it was voided. Invoice No. 3 had an invoice for Kshs.8,200,000, the net amount, before tax. He also mentions a suspense account, a holding account used for accounts not directly charged to a budget. The IFMIS department



- provided this information to EACC. EACC had requested for the report, screenshots of the system, and a certificate. He stated that the IFMIS system is used to process payments, and it is the Central Bank which can know if the money went to the supplier's account.
22. In cross examination he stated that the IFMIS system is configured for procurement processes, but it is not designed to capture subcontracts; that invoice No. 1 was paid on 25th June 2015, and invoice No. 2 was paid on 12th August 2015. The Central Bank is responsible for determining whether the money passed to the supplier; that the supplier's role is to supply, while officers of the County Government handle the rest of the process. The system captures the procurement process, starting with an Approved Requisition, followed by a purchase order, validation, and payment; that the system is not configured to capture subcontracts, and the government is best suited to answer why it migrated to IFMIS. Further that the system captures three invoices, some direct, some procurement-based, and some non-procurement-based. He testified that Justin Ndirangu was the requisitioner for the first invoice, and the matching of the purchase order and invoice was done by Christine Mwaka. Validation was done by Baya G, and payment was done on 25th June 2015 by Choni C. The system is created with an audit trail, but users are expected to flag transactions. Invoice No. 3 was voided three times by Kilifi County officers, and the reasons for the transaction voiding are unclear. The system is not designed to flag transactions, and the use of the system raises questions about the system's functionality and the role of the officers involved. He acknowledged his expertise in IFMIS but could not confirm its 100% perfection. He mentioned several individuals who were involved in the installation of IFMIS in Kilifi County, but did not recall their involvement. He stated that he was responsible for system setups, coordination, and training county staff. He also assigned user rights, ensuring users could access the system and create their own accounts. The National Treasury had the mandate to operationalize the IFMIS system in counties.
23. PW5, Leonard Kapsanai, a senior manager in the Banking Services Division at the Central Bank of Kenya, testified that transactions in the IBS were authorized by two mandatory signatories, Raphael Mutiso and Benjamin Kai Chilumo. The second payment was made on 20th August, 2015, and the third payment was authorized by Raphael Kioli Mutiso and Paul Teido Mwazo. The documents he tendered were certified under Section 65 and 106B of the *Evidence Act* (MFI 22).
24. PW5 stated that the process for government payments involves three systems; the National Treasury's IFMIS systems, the Central Bank of Kenya's Internet Banking System, and the KEPSS (Kenya Electronic Payment and Settlement System) or the RTGS system. County government payments are verified and approved in the IFMIS system, which then uploads payments to the Internet Banking System. After approval, county governments access the system and execute two-pronged approvers. After approval, payments are placed in a queue and released to the KEPPS System. Commercial banks must then perform due diligence and credit customer accounts. The IFMIS system produces a payment file with unique information, which cannot be altered after which the money leaves the Central Bank into the payee's account. To transact in the Internet Banking System, counties appoint officers to fill a mandate and application form. These forms are accompanied by a cover letter and mandate form.
25. PW6, Jacob Oduor, a document/forensic examiner with 15 years of experience, currently working with the EACC produced a report filed on 26th November 2019. The report focuses on documentary evidence presented by Tabu Lwanga at the EACC lab. The documents included a payment voucher, inspection and acceptance certificate, and sample signatures of various individuals. Oduor found that the signatures on the AIE holder certificate, Raphael K. Mutiso, Justin Nguni, Richard Mwasumbu, and Hillary Murila were all by the same person. He prepared a four-page report, which he produced in evidence along with the exhibit memo form, payment voucher, inspection and acceptance certificate, and specimens.



26. In cross-examination he stated that he examined the disputed document, which focused on the signatures thereon. He found that the original payment voucher was the only document that had been examined. The signatures of Timothy Malingi and Justin were found to be the same, but the source of the document was not confirmed. He also found that the signatures were by the same author, and only the investigating officer could determine the source. He also noted that it is impossible to copy a signature to as near as possible, and that the signatures received were in original form.
27. PW7, Silas Utunga Ngoka, testified that he was working at the Central Bank of Kenya's IT Department, specifically the IT Department Section of core banking, which provides Internet Banking Services (IBS) to customers and end users; that the IB system is a platform for accessing accounts and transactions, with payments originating in IFMIS and progressing to Internet Banking. He explained that accreditation is a process where users are given user names and passwords to access the system. The bank is not wholly involved in the process, with business users handling the first part and the IBS handling the technical part. The transaction of Kshs.8,820,000/- involved Mutiso Raphael and Kaib, with the transaction dates being August 20th to September 24th, 2015. The bank is required to produce audit trails and certificates for the transactions.
28. He stated that the supplier's role is to supply but not to authorize payments. The transactions involved users who were accredited to access the platform, but the names of the suppliers were not confirmed. The system does not check documents for authenticity, as it is the county's responsibility to do so. Payments are made after the system's appointed users have approved, and the County can cancel them in special circumstances.
29. PW8, Swabah Ahmed Omar, testified that he served as the County Executive Committee Member (CEC) for Health in Kilifi County Government from 2013 to 2015. During his term, he was not involved in procurement of mosquito nets, as reported by Chief Officer Timothy Malingi, and was not aware of any discussions concerning the same. He stated that the County's procurement function was not under the CEC's control and the role of Sarah Musyimi in procurement is unclear.
30. In cross examination PW8 testified that the CEC member for Health was responsible for policy decisions and procurement. The CEC, Heads of Department, Technical Teams, and the County Procurement Officer (CPO) were responsible for planning and budgeting. He stated that the procurement of mosquito nets was likely due to the endemic nature of malaria. The CEC was not involved in the procurement process, so they could not determine if the supply of mosquito nets was regular or irregular. However, they did know that there was a budget for the fight against malaria, which was the role of the CPO.
31. PW9, Hamis Ndegwa testified that he worked under the scholarship fund. His role was to prepare cheques for beneficiaries of the fund; preparation of the cash book; bank reconciliation of the Fund account and any other role as assigned by the Fund Manager. He was not involved in any way with the procurement of mosquito nets. On cross examination he reiterated that he was not involved in procurement of mosquito nets and he did not sign the tender analysis report.
32. PW10, Abel Bahati Kitsao, a trader from Malindi testified that he, has been working with the County Government of Kilifi since 2019. He previously worked as a procurement officer and store keeper in the Finance Department. He claimed that whereas the documents indicate he received the nets on 11th June 2015, he did not receive the nets and the signatures on both documents are not his. On cross examination he stated that Kilifi has a malaria problem and people require mosquito nets. The county used to purchase nets, but the delivery of those nets was unclear. In 2015, goods were initially received in one central store, but later departments got their own stores; that, the delivery note and counter receipt vouchers were not signed by him; that, Khadija Ali Abdula, a lorry supplier, was informed that



- the nets were distributed to users; that, he was not aware of the lorry's proprietors or the origin of the delivery note and that Mediscope was mentioned, but the nets were not delivered to the store.
33. PW11, Regena Ng'ang'a, an investigator for EACC, testified that they received a report that the County Government of Kilifi lost Kshs. 252 million between July 2015 and December 2015, due to irregular payment for goods and services not rendered; Mediscope Agencies Ltd was one of the companies that was irregularly paid; the EACC Malindi office requested for information from the Registrar of Companies on 26th February 2016; that investigations confirmed that Mediscope was irregularly paid a total of Kshs.26,460,000 through Account No. 04502XXXX7332 Equity Bank, Malindi Branch; the money was paid in three tranches of Kshs.8,820,000 on 3rd July 2015, 20th August 2015 and 24th September 2015. The bank statement for Mediscope Agencies for the period 11th January, 2014 to 25th January, 2017 was obtained, as were documents in respect to the payments. The bank statement established that the three payments were indeed made.
 34. She further testified that from the bank statement, it was established that Alex Kitheka Mwongela received Kshs.400,000 from Mediscope Agencies through an RTF transfer on 17th June 2015. Mediscope transferred Kshs. 1 million to the Dunkies Agencies account at Equity Bank on 6th July 2015. On 7th July 2015, a cheque was written in favor of Sarah Musyimi of Kshs. 2 million, and on 8th July 2015, a cheque was written to Sarah Musyimi for Kshs.300,000. On 10th July 2023, another cheque was written for Kshs. 500,000, and on 25th August 2015, another cheque for Kshs.3,500,000. The County Government of Kilifi had been accused of irregular payment for goods and services not rendered, with Mediscope Agencies Ltd being one of the companies alleged to have been involved. The Mediscope Agencies Account was opened on May 23, 2014, with proprietor director Stephen Barawah as the sole signatory. The account opening form, KRA Pin, registration documents, tax compliance certificates, single business permits, and identity cards were obtained and produced as exhibits.
 35. In cross examination PW11 testified that as a forensic investigator, the case she audited involved the loss of Kshs. 252 million. She found that Mediscope Agencies Limited was registered for general supplies and had one proprietor. She conducted investigations into the proprietorship of Mediscope Agencies Limited and established that the proprietor was Stephen Sanga Barawah. Three payments were made to Mediscope Agencies, purportedly for long lasting insecticide treatment mosquito nets. She obtained supporting documents for one payment only but not for the other two payments. She investigated the authenticity of the voucher and supporting documents and found some originated from the County Government of Kilifi. She stated that the counter receipt voucher was not authentic, and the officer who received the goods did not sign it and that the delivery note should have been signed by the officer who received the goods. She conceded that it is beyond the supplier's role to authenticate the documents they receive from the County Government. She stated that she interviewed Khadija, who claimed she had not received the mosquito nets; that, the head of procurement is the custodian of procurement documents, and the failure to produce the documents should be blamed on that department but not the suppliers.
 36. PW12, Tabu Lwanga, testified that he was investigator with the EACC, that he conducted investigations involving the three payments made to Mediscope Agencies by the Kilifi County Government. The payments were of similar amounts, of totaling Kshs.8,820,000/= on 3rd July 2015, 20th August 2015 and 24th September 2015. The evidence established that there was no supply of mosquito nets, forged evaluation reports, and missing documents and that a single payment voucher with attachments was used for the three payments. Further that the 5th to 18th Defendants played a role in the loss. He contended that there were no fraud-related charges preferred against the 11th to



18th defendants. He conceded that the threshold for fraud is proof beyond reasonable doubt. He also contended that Mkare was responsible for voiding the payments in IFMIS and that everyone who participated in the transactions was sued. However, Mwaka C is not a defendant, and that Daniel Thoya Hitha's credentials were used without his authority. He also stated that Consolata Choni Ngala is not a defendant, and Richard Mwasambu may have played a role in the procurement but did not play a role in IFMIS or Internet Banking. He urged this court to rule in favour of the plaintiff.

The Defence case

37. The Defendants denied every allegation contained in the Complaint and averred that the Complaint does not raise any reasonable cause of action against them and ought to be dismissed and that the Plaintiff is not entitled to the prayers sought in the complaint. In addition to their written statements, some of the Defendants also testified in court as follows:
38. DW1, Stephen Sanga Barawah, the proprietor of Mediscope Agencies and sole director of Barawah Limited, filed the registration certificate, incorporation certificate, tender analysis report, and bid document.
39. In Cross examination he stated that Mediscope Agencies was a sole proprietorship that was transformed into Mediscope Agencies Limited in 2018. The company's nature of business was general supplies, Mediscope Agencies was among the suppliers who were prequalified for medical supplies in 2014. He has not filed any notice or advert by Kilifi county. They were invited to apply for a tender in March 2015 and received a general invitation letter to bid. He was informed that they were successful in their bid and wrote an acceptance letter, but the acceptance is not included in the documents filed in court. He had not filed any proof of being pre-qualified for a specific tender. He received an LPO (Local Purchase Order) on 10th April 2015, which was signed on 18th April 2015. The contract was for the supply of 6000 mosquito nets in three lots. He supplied the nets to the Kilifi County Government. He produced the minutes of the Tender Committee meeting held on 9th April 2015, which confirmed the award.
40. DW2, David Maangi Kithunga, a businessman from Malindi testified on behalf of Serah Musyimi. He stated that he had a power of attorney to testify and is aware of Serah Musyimi's witness statements. He requested that the 2nd Defendant be exonerated as she was not part of the 1st Defendant and his company Mediscope Agencies. She loaned money to the 1st Defendant, amounting to Kshs. 24 million, and has nothing to do with the supply of mosquito nets.
41. DW3, Richard Polo Masambu, a computer programmer at Kilifi County Government defended himself against allegations of conspiring with others to defraud the County, arguing that he merely did what was required; that this case involved a tender for supply of 6000 mosquito nets, and Hillary Mulira, Justin Ndirangu Ngure and himself were appointed to the Inspection and Acceptance Committee after the nets were delivered and inspected at the hospital store. He stated that the batch had 6000 nets, and he was unaware of how the nets were procured. They signed an Inspection and Acceptance certificate dated 11th June 2015 for 6000 long-lasting insecticide-treated nets. He stated that the committee came at the last stage after other tasks had been completed. He denied knowing David Ndunda or Dankies Agencies or that they received instructions from Benjamin Kai Chilumo.
42. DW4, Ramael Kioli Mutio, testified that he worked with the County Government and retired in 2016. He served as Approver 1 in Internet Banking, receiving processed vouchers from the examination section and signing them for approval. He was deployed by the Chief Officer Finance to oversee the platform and ensure the necessary documents were present. He stated that in regard to this case he was Approver 1.



43. His responsibility was to verify the authenticity of documents and ensuring they were signed by the relevant officers; that they received numerous vouchers through a register and checked their contents before approving them. He did not associate with the 2nd Defendant or receive any money sent by the 2nd Defendant. They did not associate with the 4th Defendant or Dankies Agencies. He was Approver 1 for a short period. His role was to check the presence of relevant attachments and verify their veracity. If a voucher did not have the necessary documents, they would refer it back to the relevant department.
44. DW5, Sophia Mnyamanyi Mwandawiro, 10th Defendant, testified that she was working with the Kilifi County Government's Education Department, Scholarship Section but at the material time she was Approver in the IFMIS. She stated that she was responsible for invoicing, which involved posting a voucher to the IFMIS. The invoice is not the same as checking if a supplier is registered in the system. Her role was to capture the document prepared by the supplier and validate it. She was not required to check if the voucher had gone through the examination process, as that was done in the user department. She stated that she was not involved in the payment process for Mediscope Agencies and was not aware of any role Sarah Musyimi played in the supply of nets. She denied receiving any money from Sarah Musyimi post 2015 and denied that she conspired with her in relation to money illegally acquired from the County government of Kilifi.
45. DW6 Alex, Kitheka Mwangela, an ICT Department employee at Kilifi County Government, the 8th defendant, vehemently denied that he was involved in the transaction that led to the three payments.
46. DW7, Gilbert MBAYA, revisited a statement from October 15, 2018, stating that he validated two vouchers in a case involving the IFMIS. He argued that if the voucher codes and system codes match, insufficient funds could prevent the voucher from proceeding to the next stage. He acknowledged validating two invoices, comparing the physical vouchers to the system's codes. He denied conspiring with Sarah Musyimi to defraud the County Government of Kilifi and stated that he had no knowledge of any role she played in the tender. He also confirmed that he saw the requisite documents but was not responsible for preparing or entering them in the IFMIS.
47. DW8 Mwatela Mwasewu, an accountant at Kilifi County Government, recorded a witness statement on October 15, 2018, stating that as approvers they made payments in IFMIS by obtaining physical vouchers from validators, comparing them with the documents in the IFMIS, and marking them as "paid in IFMIS." He was involved only in one of the payments but not the other two.
48. He also stated that the subject tender was a payment for a service provided by Mediscope. He interacted with Benjamin Kai, who was their boss, and was involved in payment after an invoice was approved and validated. They were the final approvers in the IFMIS and that they had to have the physical voucher and accompanying attachments before approving what was in the IFMIS.
49. DW9, Gabriel Majaliwa Mkare, stated that he was the IFMIS Liaison officer in Kilifi County and had supplier definition, requisition, and payment rights. He stated that his role was to approve and void payments; that he had payment rights in the IFMIS system; that he was unaware of the date when these rights were assigned to him but believed they were assigned in 2016; that he voided a transaction but the same was not transmitted to the Internet Banking. He contended that he did not know the role of Stephen Sanga Barawah or Sarah Musyimi in the supply of the nets and that he did not conspire with them to defraud the County Government. He only became aware of his user rights in August 2016 after being informed by Sophia Mnyamanyi Mwandawiro and Consolata Choni. He was given a user name and password by Mr. Alex Mwangela, the 8th defendant.
50. DW10 Andrew Kithi Kombe, a procurement officer at Kilifi County Government, testified that he served, as a secretary to the Tender Committee; that he merely performed his duties. He stated that he



was responsible for preparing the tender committee minutes and ensuring that procurement complied with the law. They worked with various departments, including Finance, Economic planning, Water and Environment, Health, Gender, and Public Service Management. The Tender committee agreed with the evaluation committee's recommendations and awarded the tender for supply of nets to Mediscope Agencies. He had multiple roles in procurement, including requisitioning, sourcing buyers and scoring the bidders. He was appointed to represent the Head of Procurement on the committee.

51. DW11, Julius Munga, a Kilifi County Government procurement officer, testified that he auto-created a Local Purchase Order (LPO) without altering it. The LPO had not been prepared by him and after he auto-created it in the IFMIS, the approval was sent to the next approver, who confirmed the LPO's accuracy. His role was not to confirm the details. He stated that he was aware of the tender for treated mosquito nets and had rights to auto create the LPO in the IFMIS system. He was involved in the manual procurement process and was also required to auto create the physical LPO in the IFMIS. He recalled attending a Tender Committee meeting, where he was responsible for ensuring the procurement process was completed.
52. DW12, Matano Riziki Choga, the 13th defendant, testified that he was never involved in procurement outside of IFMIS, where it was done by auto-creating the documents in the IFMIS after the award. He was appointed as Head Supply Chain Management in May 2017 and never served as Deputy Head of Chain Management at any time. He was appointed to the position due to a malaria outbreak in 2015 and approved a single LPO for payment, despite that he did not have knowledge of the tender method or procurement process.

In regard to this case, he stated that the user department approved a purchase order which was auto-created in the IFMIS as Approver 2 in IFMIS. The approval was made in the IFMIS document but not in the physical document. The physical LPO was a yellow paper, and the approval was made in the IFMIS. The user department also reviewed multiple LPOs, some of which were duplicates but were not signed by Owen Baya. The user department did not participate in the procurement process other than the requisition, but they could authoritatively comment on the auto-created LPO.

53. DW13, Paul Teido Mwazo, stated that he was the Assistant City Treasurer and was also Approver 2 in the Internet Banking system. Approver 1 received documents from the IFMIS and verified the supplier's details and physical documents. Approver 2 approved the payment through the Central Bank following which the supplier was paid. The documents verified in the Internet Banking included purchase requisition, purchase order, goods acceptance report, invoice, and suppliers delivery note and voucher. The documents had to be checked by Approver I before they came to him. The documents were in standard form and had a reference number which Approver 2 used to verify the payee and amounts. The documents were taken back to the respective department for safekeeping, audit purposes, and account preparation.
54. In cross examination he stated that he participated in the payment transaction of September 23, 2015. They were required to confirm the attachment of necessary documents, including purchase requisition, purchase order, goods acceptance report, invoice, and delivery note. The EACC did not have access to the Tender Committee minutes or Letter of Award and Letter of Acceptance of Award. The payment voucher was not availed to the EACC by the County Government, but the documents were attached. He was unaware of any voiding in IFMIS, and as Approvers in the Internet Banking they did not append their signature on the payment voucher.
55. DW14, Benjamin Kai Chilumo, testified that he was aware that the EACC was investigating Mediscope Agencies, a company involved in below theline payments. The audit confirmed these payments were made through the IFMIS system. He stated that he was aware of suspicious payments made by the



County government of Kilifi, including payments made without goods being supplied and using control accounts that did not appear in the budget. He noted that Kilifi County did not have a policy setting out the documents that should accompany a voucher but believed that the best accounting practice is to include the Tender Committee minutes and the acceptance letter by the supplier. He also stated that once an LPO is issued to a supplier and supply is done and accepted, payment should be made and any procurement mistakes should be dealt with internally. He stated that he approved two payments, one on 3rd July 2015, and another dated 3rd September 2015. The first payment was for mosquito nets, which were not VAT deductible. The voucher used to process the payment was not approved and authorized, and no VAT was withheld. He believed that the nets were not VAT deductible at the time of payment, but the entire process could not be reversed.

56. DW15, Timothy Malingi Koe, a medical doctor with a Masters in Anaesthesiology and Internal Public Health, testified that he was employed by the County government of Kilifi as the Chief Officer of Health from March 2014 to August 2017. He was involved in the procurement of mosquito nets during a surge of malaria cases in 2015, which led to the declaration of an epidemic. He stated that the procurement team provided specifications for three batches of nets; that the need for more nets arose; that the nets were delivered to the specified specifications, and the doctor participated in the distribution.

Submissions

57. Learned Counsel for the parties summed up by way of written submissions.
58. The Plaintiff submitted that it had demonstrated that the 5th to 18th Defendants being public officers conspired to defraud the County Government of Kilifi which resulted in a benefit to the 1st to 4th Defendants were the beneficiaries of Kshs 24,460,000.
59. The 1st and 4th Defendants submitted that the 1st Defendant was properly prequalified and awarded the contract through restricted tendering. He signed a contract on 18th April 2015 a fact which the County Government did not allegedly challenge. It was also submitted that the 1st Defendant delivered three consignments of 6,000 nets; that all deliveries were supported by Local Purchase Orders (LPOs), delivery notes, invoices, and counter receipt vouchers and County rubber stamps appear on the delivery documents and further that the 1st Defendant having produced the delivery notes as evidence then it is sufficient proof that the said nets were supplied. Further that the Plaintiff has not proved any fraud accusations against the 1st Defendant as it did not present any evidence of forgery by the 1st Defendant or collusion between the 1st Defendant and the County officials. Furthermore, the audit report did not establish any wrongdoing by the 1st Defendant. Counsel asserted that the law holds the Plaintiff to a higher standard on the claim of fraud and it did not have met the threshold expected.
60. Counsel urged this court to dismiss the suit with costs to the 1st and 3rd Defendants.
61. Learned Counsel for the 2nd Defendant submitted that the Plaintiff did not discharge prove that there was any collusion or conspiracy between the 1st defendant, the employees of the County government of Kilifi and the 2nd Defendant in relation to procurement and payment for the long-lasting insecticide treated mosquito nets. He urged this court to dismiss the case against the 2nd Defendant with costs.
62. The 4th Defendant submitted that the Plaintiff did not link it to the suit funds and that they have suffered dire consequences and they ought to be compensated by the Plaintiff.
63. Counsel for the 6th to 11th, 14th & 18th Defendants submitted that that the Plaintiff was misguided in stating that there were no sufficient funds to facilitate the tender while in fact, there was more than enough. For this reason, the 5th Defendant (DW5) could not be faulted for confirming that



the applicable vote head had sufficient funds to procure the nets as directed and passing over the documents to the next stage for payment. Having confirmed that the accounting officer reallocated the funds to make the necessary provision for the performance of the tender, it was clear that there were sufficient funds for the performance of the tender. Further, that that the procurement of the nets for all the three batches was regular, and the County employed the most appropriate method of procurement, given the circumstances that prevailed at the time and the evidence tendered before this court confirmed that it was more probable that the nets were delivered. Counsel argued that the analysis of the various issues highlighted demonstrate that the Plaintiff's case as against the 6th to 11th, 14th and 18th Defendants was unwarranted and unjustified. That the Defendants availed the documents that supported the payments and explained the context under which the payments were approved and made, thereby demystifying the Plaintiff's theories that were filled with falsehoods.

64. Counsel urged that the case against the 6th to 11th, 14th and 18th Defendants be dismissed for want of sufficient evidence as against them, and the orders freezing the 11th Defendant's bank account be vacated.

Analysis and Determination

65. From the material before court, I discern the following to be the issues that arise for determination:

- i. Whether the acquisition of a sum of Kshs.26,400,000/- by the 1st Defendant from the County Government of Kilifi in respect to the procurement of 6000 long-lasting insecticide treated mosquito nets was unconstitutional, fraudulent, unlawful and corruptly irregular.
- ii. Whether the 2nd, 3rd and 4th Defendants were unjustly enriched by the payments.
- iii. Whether the 5th to 18th Defendants being officers of the County Government at the time responsible for payments to suppliers acted unlawfully and fraudulently in regard to the payments and whether anyone of them unjustly benefitted from the funds.
- iv. Whether the Defendants are jointly liable for the funds if at all
- v. Who should bear the costs of the suit.

Issue (i) - Whether the acquisition of a sum of Kshs.26,400,000/- by the 1st Defendant from the County Government of Kilifi in respect to the procurement of 6000 long-lasting insecticide treated mosquito nets was unconstitutional, fraudulent, unlawful and corruptly irregular.

66. It is not in dispute that a sum of Kshs 26,400,000 was paid to the 1st Defendant in three (3) tranches of Kshs 8,820,000 paid on 3rd July 2015, 20th August 2015 and 24th September 2015 respectively. This payment was allegedly for the supply of 6000 pieces of long-lasting insecticide treated mosquito nets to the Kilifi County Government.
67. The bone of contention revolves around whether the payments were lawful in view of the procurement process used and if, in fact, any mosquito nets were supplied. To answer this question, the court must consider firstly whether the procurement process used was regular and whether there was a contract to supply the mosquito nets.
68. First there emerges an issue of whether the procurement of this long lasting insecticide treated mosquito nets was within the specific vote of the budget of the County Government of Kilifi. Keziah



Wangui Mugambi (PW1) an internal auditor with the County testified that they did a special audit and were given a number of vouchers relating to suppliers to check if they were processed within the votes. Their finding was that some of the transactions had been charged without passing through the budget. She described those payments as “below the line transactions”.

69. A flawed procurement process can never give rise to a lawful award and contract. In this case it is not clear how the 1st Defendant was selected to supply the insecticide treated mosquito nets. In the first instance he claimed to have been a pre-qualified supplier/contractor for medical suppliers but he did not have any evidence to prove it. Secondly he claimed that this was restricted tender; that he was merely called on phone by the procurement department to go and pick a bid document. Later he stated that he received a letter to bid but the letter he referred to was a general letter.
70. Section 102 of the *Public Procurement and Asset Disposal Act* 2015, gave instances when the restricted method of procurement was to be used while section 103 provides for direct tender. The sections state:-

“ 102. Restricted tendering

- (1) An accounting officer of a procuring entity may use restricted tendering if any of the following conditions are satisfied—
 - (a) competition for contract, because of the complex or specialised nature of the goods, works or services is restricted to prequalified tenderers resulting from the procedure under section 94;
 - (b) the time and cost required to examine and evaluate a large number of tenders would be disproportionate to the value of the goods, works or services to be procured; or
 - (c) if there is evidence to the effect that there are only a few known suppliers of the whole market of the goods, works or services;
 - (d) an advertisement is placed, where applicable, on the procuring entity website regarding the intention to procure through limited tender.
- (2) An accounting officer of a procuring entity may engage in procurement by means of restricted tendering in such manner as may be prescribed.

71. For direct procurement Section 103 of the PPDA Act of 2015 stated:-

“ 103. When direct procurement may be used

- (1) A procuring entity may use direct procurement as allowed under sub-section (2) as long as the purpose is not to avoid competition.
- (2) A procuring entity may use direct procurement if any of the following are satisfied—
 - (a) the goods, works or services are available only from a particular supplier or contractor, or a particular



supplier or contractor has exclusive rights in respect of the goods, works or services, and no reasonable alternative or substitute exists;

- (b) due to war, invasion, disorder, natural disaster or there is an urgent need for the goods, works or services, and engaging in tendering proceedings or any other method of procurement would therefore be impractical, provided that the circumstances giving rise to the urgency were neither foreseeable by the procuring entity nor the result of dilatory conduct on its part;
- (c) owing to a catastrophic event, there is an urgent need for the goods, works or services, making it impractical to use other methods of procurement because of the time involved in using those methods;
- (d) the procuring entity, having procured goods, equipment, technology or services from a supplier or contractor, determines that additional supplies shall be procured from that supplier or contractor for reasons of standardization or because of the need for compatibility with existing goods, equipment, technology or services, taking into account the effectiveness of the original procurement in meeting the needs of the procuring entity, the limited size of the proposed procurement in relation to the original procurement, the reasonableness of the price and the unsuitability of alternatives to the goods or services in question;
- (e) for the acquiring of goods, works or services provided by a public entity provided that the acquisition price is fair and reasonable and compares well with known prices of goods, works or services in the circumstances.

(3) A public officer who contravenes the provisions of subsection (2) commits an offence.”

72. The tender awarded to the 1st Defendant neither met the requirement or conditions of Section 102 (restricted tender) or Section 103 (direct tender).
73. PW11, Regina Ng’ang’a, testified that they wrote to the County government of Kilifi requesting for the supporting documents for the three payments. They only received one payment voucher with supporting documents and did not receive documents for the other two payments. She stated that the payment voucher was for the sum of Kshs.8,820,000 paid to Mediscope Agencies Ltd on 20th August 2015. No other documents were forthcoming. At least not until this case was filed and some of the Defendants produced some documents whose effect I shall deal with later. It is clear therefore, that



there was no evidence of a tender having been awarded in respect of the first payment and the third payment. The documents produced by the 1st defendant were fraught with inconsistencies.

74. Whereas, in respect to the first consignment of nets, there appears to have been some semblance of compliance with the procurement principles there was no declaration of an emergency by accounting officer as required by the then Section 69(2) of the PPDA Act, 2015. It was not enough for him to state that there was a malaria epidemic. He was supposed to prove that he was furnished with adequate evidence to verify the emergency. From the evidence adduced by the Plaintiff through Abel Bahati Kitsao (PW10) it is probable that the first consignment of nets was also supplied. A court of law cannot validate an illegal tender process and accordingly it is my finding that the first payment of 3rd July 2015 was unlawful.
75. As for the second and third payments, the 1st Defendant was categorical that he only signed one contract. For the other two deliveries he claimed to have been issued with Local Purchase Orders (LPOs) which according to him acted as a contract. However, it transpired that even those local purchase orders were never signed by himself but by Benjamin Chilumo (DW14). Clearly therefore, there was no contract.
76. I have carefully considered the evidence by both sides, the rival submissions, and the law on this issue. According to the 1st Defendant, the procurement method used in regard to the supply of mosquito nets was restricted. He testified that he received a call asking him to tender for the supply of the mosquito nets; that he was a prequalified supplier and that when he put in his bid he received another call informing him that he had won the tender. According to the officers of the County there was an emergency due to a malaria epidemic and that justified the use of the restricted method of procurement. The 1st Defendant testified that he accepted the award by signing an LPO after which he supplied the mosquito nets and was paid for the same. He received the payment of the first batch of nets on 3rd July 2015. Thereafter, he received another request to tender for a second and third consignment to which he obliged and again won the tender and supplied the nets which according to Timothy Malingi (DW15), the then Chief officer of Health in Kilifi county, were duly received and distributed. He contended that he took part in the distribution.
77. It is however evident that the procurement for the said second and third consignment of nets was also flawed from the beginning. To start with, there was no approval for use of the restricted method by the accounting officer as per the law and the restricted method was therefore not justified. Secondly, there was no contract between the 1st Defendant and the County Government. What the 1st Defendant alleged to be the contract was an LPO but from the totality of the evidence that LPO was never executed by himself. The law requires that for any award be it restricted, open or direct there must be a contract in writing executed by the procuring bidder. The law applicable at the time was the Public Procurement and Disposal of Assets Act and Section 135(4) of that Act was categorical that “no contract was formed between the person submitting the successful tender and the accounting officer of a procurement entity until the written contract was signed by the parties. For lack of a written contract the procurements were irregular.
78. Further, there was no budget for the supply of the mosquito nets. Keziah Wanjiru (PW1) the Head of Internal Audit at the County, was categorical that there was no budget and indeed even the defence conceded to that but alleged that there was a reallocation of funds from other votes. However, when during the hearing the court was taken through the alleged reallocation it was clear that there were no funds even in the votes from which the reallocation is alleged to have occurred. The procurement was therefore also irregular for that reason.



79. In cross examination the 1st Defendant testified that he received a general invitation letter to bid. He was then informed through a phone call that he was the successful bidder and that he wrote an acceptance letter. It is instructive that the law at the time Section 87(1) of the PPDA Act 2015 required that such communication be in writing. The notification through a phone call was not lawful. The acceptance was also supposed to be in writing but the acceptance was not included in the bundle of documents filed in court, meaning there was no acceptance of the award and for that reason as well the procurement of the second and third consignment was unlawful.
80. In the case of Republic V Public Procurement Administrative Review Board Ex parte Kenya Power & Lighting Company Limited; Energy Sectors contractors Association & Another (Interested Parties) [2020] eKLR the court held that:-
- “Strict compliance with the law and tender procedures by both the procuring Entity and bidders is of central importance in public procurement of goods and services. The purpose of a tender is not to reward bidders who are clever enough to decipher unclear directions. It is to elicit the best solution through a process that is fair, equitable, transparent, cost-effective and competitive. In order to ensure a fair outcome in a tender award, the process itself must be fair. If the process is compromised or legal requirements are overlooked the process loses the attributes of fairness.”
81. Similarly, in the case of Ethics and Anti-Corruption Commission v Vulcan Lab Equipment Ltd & Another [2020] eKLR the Court of Appeal stated:-
- “..... the contract was also illegal for being entered into in breach of various provisions of the PPDA and the PPDR. I think that the whole rushed process reeked of corruption and blatant illegality.... This court has been consistently categorical that it will not aid those who would seek to use the judicial process to enforce contracts that bear the blight and blemish of a corruption or illegality and are against the public interest.... in Blue Seal Shopping Mall Ltd v City Council of Nairobi & 3 others [2015] eKLR this court differently constituted authoritatively held that a contract entered into in a procurement process that is flawed for violating the PPDA is stricken by invalidity and illegality and cannot be given effect by the courts.”
82. The award of supply of nets to the 1st Defendant was in breach of the provisions of the law and regulations then pertaining to public procurement. Moreover, in regard to the alleged second and third consignment there was no evidence at all of such delivery. To the contrary, the evidence which was admitted even by the Defendants, was that there was avoidance of the transaction in the IFMIS meaning that the second and third payments were an error and they should not have gone through had the Approvers in the IB (Internet Banking) been notified. The issue of a second or third consignment of nets should not therefore have arisen and it was only raised by the 1st Defendant to justify the payments which were obviously irregular.

Issue No. (ii) – whether the 1st, 2nd, 3rd and 4th Defendants were unjustly enriched by the payment of Kshs.26,460,000/-

83. There is evidence that the payment made to the 1st Defendant was distributed to the 2nd, 3rd and 4th Defendants. Their bank statements were tendered in evidence and that fact was proved on a balance of probabilities. Having found that the payments made to the 1st Defendant were irregular and unlawful, it goes without saying that the 1st to 4th Defendants were unjustly enriched by the payment of that sum.



Issue No. (iii) – Whether the 5th to 18th Defendants being officers of the County government of Kilifi, at the time responsible for payments to the suppliers acted unlawfully and fraudulently in regard to the payments and whether any of them unjustly benefited from the payments.

84. The 5th to 18th Defendants were public officers. As indicated they were responsible for seeing to it that payments made to suppliers were lawful. The roles they played in the payments were all laid bare to this court and none of them disputed it. Some of them approved the payments in the IFMIS at the National Treasury while some passed the payments in the Internet Banking System at the Central Bank. The court heard that even though the two extra payments were voided in the IFMIS word did not reach the Approvers in the Internet Banking and so the money passed to the accounts of the 1st Defendant. By voiding the payments in the IFMIS the users in that system were acknowledging that there was an error and payment should not have been made to the 1st Defendant. That alone rendered the payment irregular. Nevertheless, it is clear that there was no culpability on the part of the Approvers in the Internet Banking since it was not proved on a balance of probabilities that they had knowledge of the voidance but ignored it and proceeded to pay.
85. Further, there was no evidence that the officers who were approvers in the IFMIS acted in bad faith. There is no evidence that their failure or omission to inform the users in the Internet Banking of the voidance was deliberate. Fraud requires to be proved strictly and in this case there was no strict proof. Article 236 of *the Constitution* protects public officers from victimization and disciplinary action provided that they have performed the functions of their office in accordance with the law. It therefore behoved the Plaintiff to prove that the officers acted unlawfully. It is my finding that save for Alex Kitheka Mwongela (8th Defendant), there was no evidence that the others received any benefit from the funds paid to the 1st Defendant. There was no evidence of collusion, conflict of interest or fraudulent practice as would warrant this court to find that they were unjustly enriched by the unlawful payments or that they conspired to defraud the County Government of Kilifi those sums.
86. The 8th defendant, Alex Kitheka Mwongela, received a sum of Kshs.400,000 from the 2nd Defendant after she received funds from the 1st Defendant's account. He did not give a plausible explanation for that payment and it is my finding therefore that the payment was unlawful and that he was unjustly enriched by the same.
87. The 19th, 20th and 21st Defendants are banks through who the 1st Defendant received the unlawful payments. Other than that there was no liability proved against them. This is in view of there being no evidence that they took part in the irregular procurement which culminated in the payments. They cannot therefore be held liable for the payments.

Issue No. (iv) – Whether the Defendants are jointly liable for the funds if at all.

88. On this issue, this court having found that there were unlawful payments to the 1st Defendant and that there was unjust enrichment to the 1st, 2nd, 3rd, 4th and 8th defendants, I find that they are jointly and severally liable to the County Government of Kilifi through the Plaintiff, for those sums. The 5th, 6th, 7th and 9th to 21st Defendants are however not liable and the case against them is dismissed.

Issue No. (v) – Who should bear the costs of this suit.

89. Costs follow the course and in this case the 1st, 2nd, 3rd, 4th and 8th Defendants shall bear the costs of this suit in respect to the Plaintiff.



Disposition

90. The Plaintiff succeeds against the 1st, 2nd, 3rd, 4th and 8th Defendants and judgment is entered in its favour against those Defendants jointly and severally as follows: -
- a. For a sum of Kshs.26,460,000/- with the 8th Defendant's liability extending only to a sum of Kshs.400,000/- being the sum irregularly received.
 - b. Interest as prayed in the plaint.
 - c. The costs of the suit for the Plaintiff and for the Defendants against whom the proceedings were unsuccessful.
 - d. If there be any bank accounts of the 5th, 6th, 7th, 9th to 18th Defendants which may have been frozen, the same shall be unfrozen.

Orders accordingly.

DATED, SIGNED AND DELIVERED VIRTUALLY ON THIS 31ST DAY OF JULY 2025.

.....

E. N. MAINA

JUDGE

In the presence of:-

Mr. Mbaka for the Plaintiff

Mr. Mbura for the 2nd Defendant

Mr. J.B. Macharia for the 12th Defendant

Mr. Mbuthia for the 1st to 3rd Defendants

Mr. Okari for the 6th to 11th, 14th and 18th Defendants

Mr. Moriasi for the 13th Defendant

Mr. Onindo for the 14th Defendant

Mr. Kinaga holding brief for Mr. Saluny for the 5th, 15th and 16th Defendants

Mr. Onganyi for the 4th Defendant

Court Assistant – Geoffrey

