



REPUBLIC OF KENYA



Muita and Company Limited & another v Kenya Commercial Bank (Commercial Case 199 of 2010) [2025] KEHC 11461 (KLR) (Commercial & Admiralty) (31 July 2025) (Judgment)

Neutral citation: [2025] KEHC 11461 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)
COMMERCIAL AND ADMIRALTY
COMMERCIAL CASE 199 OF 2010**

WA OKWANY, J

JULY 31, 2025

BETWEEN

MUITA AND COMPANY LIMITED 1ST PLAINTIFF

EVANS MUKUNGA MUITA 2ND PLAINTIFF

AND

KENYA COMMERCIAL BANK DEFENDANT

JUDGMENT

Background

1. The 1st Plaintiff is a limited liability company duly incorporated in the Republic of Kenya (hereinafter “the principal debtor”).
2. The 2nd Plaintiff is an adult male of sound mind and is a director of the 1st Plaintiff.
3. The Defendant (the Bank) is a banking institution duly registered and carrying out its banking business in the Republic of Kenya pursuant to the provisions of the *Banking Act*.
4. The Plaintiffs sued the Defendant through a Plaint dated 30th March 2010 and amended on 10th May 2016 seeking the following orders: -
 - a. A declaration that the Plaintiffs do not owe the Bank any money arising from its loan accounts and the 2nd Plaintiff’s properties L.R. No. Komothai/IGI/T.160 and L.R. No. Gatamaiyu/Nyanduma/881 are being unlawfully held by the Bank.
 - b. A permanent injunction to issue restraining the Bank whether by itself, its agents, or servants or otherwise from advertising or auctioning, selling, alienating, disposing or in any way



whatsoever dealing or interfering with the 2nd Plaintiff's property L.R. No. Komothai/IGI/T.160 and L.R. No. Gatamaiyu/Nyanduma/881.

- c. Discharge of charge to issue for L.R. No. Komothai/IGI/T.160 and L.R. No. Gatamaiyu/Nyanduma/881.
 - d. An order for the Bank to refund the accumulated interest proceeds of FDR account number 015106/91/226 amounting to Kshs. 54,794,816.00/= as well as the sum of Kshs. 172,967,879.30/= as overcharged and overpaid principal and interest between 1995 to date (2016) all totaling to Kshs. 227,762,695.30.
 - e. General damages to the 1st and 2nd Plaintiffs arising from embarrassment caused during the 3 occasions that the Bank unlawfully advertised the 2nd Plaintiff's property in the daily newspaper yet the Plaintiffs do not owe the Bank any money.
 - f. Costs of the suit.
 - g. Interest on (c) and (d) above.
5. The Plaintiffs were at all material times to the suit customers of the Defendant/Bank, operating several accounts with the Bank and enjoying banking facilities therefrom for many years spanning from the 1980s up to and until the time that this suit was filed.

The Plaintiffs' Case

6. The Plaintiffs' case revolves around a series of banking and loan transactions that took place between the 1st Plaintiff (a company) and the Defendant (a financial institution/bank), and the alleged mismanagement of those transactions resulting in overpayment and unfair treatment.
7. The Plaintiffs assert that on 4th November 1986, the 1st Plaintiff received a loan facility of Kshs. 60,000 from the Defendant, secured by a legal charge over land owned by the 2nd Plaintiff, LR Komothai/IGI/T.160, with interest rates capped between 14% and 16%. On 26th January 1988, a further facility of Kshs. 160,000 was secured by a charge over LR Gatamaiyu/Nyanduma/881.
8. On 24th January 1991, the 1st Plaintiff invested Kshs. 1,000,000 in a fixed deposit account (FDR 91/226) with Kenya Commercial Finance Company Limited (KCFC), which was to accrue interest at 17% p.a. They claim that the Defendant has never provided a proper accounting of this investment. Another fixed deposit (FDR 91/980) of Kshs. 1,035,630.15 was opened on 9th April 1991 at 15% p.a. On 23rd December 1991, the 1st Plaintiff took an overdraft of Kshs. 840,000, which was later cleared in full using proceeds from FDR 91/980, not FDR 91/226. The Plaintiffs contend that FDR 91/226 remained active and continued to earn interest, as there was no communication from the Defendant to the contrary.
9. On 30th January 1992, the Defendant advanced an additional loan of Kshs. 450,000 secured against LR Komothai/Kiratina/755 owned by a director of the 1st Plaintiff, Samuel Kamau Kiburi. The interest was capped between 19.5% and 21.5%. However, the Defendant later unilaterally increased interest rates on all facilities, up to 54%, without any contractual or legal basis, contrary to the express terms of the charges.
10. The Plaintiffs claim that the loans were amalgamated in September 1995 by the Defendant, setting the outstanding balance at Kshs. 640,000, but without consultation. They deny owing this amount and insist they had already fully repaid all debts. They further state that they paid a total of Kshs. 3,319,988.90 between 1986 and 1995, despite having only borrowed Kshs. 640,000 across the three charges.



11. The Plaintiffs also highlight that the Defendant inconsistently and arbitrarily issued demand letters claiming varying outstanding amounts at different times, which they argue, demonstrates a lack of proper record-keeping and a flawed loan account management system. They allege that the Defendant failed to provide bank statements from 1986 to 1995, despite numerous requests, further complicating the matter.
12. The Plaintiffs contend that an independent audit by P.M.K. & Associates concluded that the Defendant owed the Plaintiffs Kshs. 172,967,879.30 in overpaid loan principal and interest. Additionally, they claim Kshs. 54,794,816.00 in accrued interest from the fixed deposit FDR 91/226, bringing the total claim to Kshs. 227,762,695.30.
13. The Plaintiffs argue that by charging excessive interest and misrepresenting loan obligations, the Defendant's contravened Section 44A of the Banking Act (CAP 488). They also contend that the Defendant's failure to discharge the securities over the properties of the 2nd Plaintiff, despite releasing others, was unfair and inequitable.
14. In support of their case, the Plaintiffs produced various documents and called three witnesses including the 2nd Plaintiff and an expert auditor, who all adopted their witness statements. The expert witness confirmed the use of FDR 91/980 to settle the overdraft and testified that all loan facilities had been amalgamated by 1995. He maintained that the audit showed significant overpayment by the Plaintiffs and that the Defendant was indebted to them, not the other way around.

The Defendant's Case

15. In response to the Amended Plaint, the Defendant admitted that the 1st Plaintiff obtained various loan and overdraft facilities but disputed the interest terms claimed by the Plaintiffs. It asserted that the interest rate on the loans was 16% per annum, subject to variation at the Defendant's sole discretion, and was not capped at a minimum of 14% and maximum of 16% as claimed by the Plaintiffs. The Defendant maintained that interest was calculated on daily balances and compounded monthly.
16. While the Defendant admitted that the 1st Plaintiff opened Fixed Deposit Account No. 91/226 with an investment of Kshs. 1,000,000 at 17% interest per annum, it stated that this deposit was only for 85 days and was later renewed and reassigned under a new account number, FDR 91/980, with an updated investment amount of Kshs. 1,035,630.15. The Defendant denied that two fixed deposit accounts existed and asserted that FDR 91/226 was effectively replaced by FDR 91/980, which matured on 19th April 1992 and whose proceeds were credited into the 1st Plaintiff's account.
17. The Defendant denied the Plaintiffs' claim that FDR 91/226 was still operational or continued to accrue interest, and stated that a full account of the investment had been provided. The Defendant also denied issuing a temporary overdraft of Kshs. 840,000 secured against FDR 91/226 or that any such facility was settled using proceeds from FDR 91/980. Instead, it contended that all outstanding liabilities were amalgamated into a single term loan of Kshs. 640,000 in accordance with the 1st Plaintiff's request, and governed by terms set out in a letter dated 7th September 1995. The interest rate applicable after amalgamation was 25% per annum with a default rate of 15%, both subject to variation.
18. The Defendant denied making any unlawful adjustments to the interest rates and asserted that all rates applied were within the legal and contractual framework. It further denied that the Plaintiffs overpaid their loans or that it owed the Plaintiffs Kshs. 172,967,879.30 or Kshs. 54,794,816 as claimed. The Defendant dismissed the audit by P.M.K. & Associates, claiming the auditors never sought or obtained information from the bank and put the Plaintiffs to strict proof of their figures.



19. Regarding the discharge of securities, the Defendant acknowledged that Mr. Samuel Kamau Kiburi repaid the Kshs. 450,000 loan he had guaranteed, resulting in the discharge of his title, but stated that the Plaintiffs remained indebted to the Defendant and had failed to honour their loan obligations. The Defendant denied that the 1st Plaintiff's total borrowings were only Kshs. 640,000 or that interest payable was capped at Kshs. 1,005,968, and again demanded strict proof.
20. The Defendant maintained that it supplied the Plaintiffs with bank statements as necessary, but could not provide those from 1986–1995 due to the amalgamation and consolidation of the loans in 1995, which rendered previous account records redundant.
21. In its counterclaim, the Defendant argued that the Plaintiffs failed to honour the terms of the amalgamated loan, falling into arrears, despite multiple demands and statutory notices. As a result, it claimed entitlement to exercise its statutory power of sale to recover an outstanding debt of Kshs. 1,243,882 as of 30th June 2014, with interest accruing at 20% per annum until full payment.
22. At trial, the Defendant called one witness, Ms. Nelly Musau (DW1), its Credit Administration Manager, who adopted her witness statement. On cross-examination, she confirmed the fixed deposit arrangements and explained that KCFC, a subsidiary of KCB, had transferred FDR 91/226 to KCB as FDR 91/980. She admitted that Mr. Kiburi repaid the Kshs. 450,000 loan and that the title was subsequently discharged. She also conceded that although Mr. Kiburi made repayments, some of them were not reflected in the Defendant's records. She confirmed that the overdraft of Kshs. 840,000 was settled using FDR 91/980 and that the loans were later consolidated.
23. Ultimately, the Defendant sought the dismissal of the Plaintiffs' suit, the entry of judgment on the counterclaim for Kshs. 1,243,882 plus 20% interest from 30th June 2014, and the costs of the suit.

Movement of the file to Nyamira High Court (for judgment writing)

24. Following the conclusion of the hearing, the parties were directed to file and exchange written submissions before judgment could be delivered. However, on or about 1st October 2022, the trial judge was transferred to the Nyamira High Court. Subsequently, on 2nd March 2023, the Presiding Judge of the Commercial & Tax Division directed that the matter be mentioned before me as the original trial judge for purposes of writing the judgment.
25. When the matter was mentioned before the judge on 15th June 2023, counsel for the Plaintiffs, Mr. Mutitu, informed the court that parts of the handwritten and typed proceedings, particularly the testimony of the Plaintiffs' first witness (PW1), were missing from the court file.
26. Upon review, the court confirmed that a significant portion of the proceedings, including PW1's testimony, was indeed missing. A memo from the Deputy Registrar dated 1st March 2021 had earlier notified the court that portions of the handwritten proceedings could not be located. Despite the missing records, the court had proceeded to hear and record the evidence of the Plaintiffs' second witness (PW2) and the Defendant's sole witness (DW1).
27. To address the issue of the missing testimony, the court sought the parties' input, and by mutual consent, it was agreed that PW1's filed witness statement would be adopted as his evidence-in-chief to assist the court in finalizing the judgment. The parties thereafter highlighted their written submissions on 24th July 2023.
28. Given the age of the case and the complexity of the financial issues involved, the court deemed it necessary to obtain an independent expert audit report to objectively assess the 1st Plaintiff's loan account. The purpose was to determine whether any outstanding loan balances remained or if the



Plaintiffs had, as alleged, overpaid. The appointed auditor submitted the report on 17th January 2025, after which the parties were directed to file additional written submissions responding to the audit findings. I wish to point out, from the onset, that the independent auditor's said report is however not binding on this court but will be considered alongside the other evidence that was presented at the hearing.

Issues for Determination

29. Having considered the pleadings, submissions, testimonies, and evidence placed before this court by both parties, the following issues arise for determination: -
- a. Whether the Plaintiffs are indebted to the Defendant or whether the Defendant owes the Plaintiffs the amounts claimed.
 - b. Whether the Defendant lawfully varied the interest rates on the loan facilities advanced to the 1st Plaintiff.
 - c. Whether the Fixed Deposit Account No. FDR 91/226 remained active beyond its initial maturity, and whether the Defendant owes the Plaintiffs interest accruing therefrom.
 - d. Whether the Plaintiffs made overpayments to the Defendant and if so, the quantum of any such overpayments.
 - e. Whether the Defendant was justified in exercising or threatening to exercise its statutory power of sale over the 2nd Plaintiff's properties.
 - f. Whether the Plaintiffs are entitled to the reliefs sought including refund, discharge of titles, general damages, and permanent injunction.
 - g. Whether the Defendant is entitled to judgment on its counterclaim of Kshs. 1,243,882 plus interest.

Analysis and Determination

1. Whether the Plaintiffs are indebted to the Defendant or vice versa

30. The Plaintiffs claim that the total loans advanced to the 1st Plaintiff between 1986 and 1995 were Kshs. 640,000 secured through three legal charges and that they repaid over Kshs. 3,319,988.90, resulting in overpayment. They relied on an audit by P.M.K. & Associates, which was not contested on the basis of expertise but whose methodology and interaction with the Defendant's records were challenged.
31. The Defendant asserted that all debts were consolidated to Kshs. 640,000 as of 7th September 1995, and that the Plaintiffs defaulted on this repayment, justifying the outstanding balance and recovery efforts. It is however noteworthy that the Defendant did not produce complete account statements covering the period 1986–1995 and did not counter the audit with its own forensic accounting evidence.
32. In the absence of full account disclosures by the Defendant, and based on the Defendant's own acknowledgment of overcharging in 2003 (as per Plaintiffs' evidence), this Court finds merit in the Plaintiffs' contention that they made significant repayments, possibly exceeding their loan obligations. (See *National Bank of Kenya Ltd vs. Pipeplastic Samkolit (K) Ltd & Another* [2001] eKLR, where the Court of Appeal held that a bank is bound by its contractual terms and cannot unilaterally alter agreed terms without mutual consent).



2. Whether the variation of interest rates by the Defendant was lawful

33. The legal charges provided for capped interest rates (e.g., 14%-16% and 19.5%-21.5%). However, the Defendant is said to have imposed interest as high as 54% per annum. The bank defended this practice by citing contractual discretion. I however note that no documentary evidence from the loan agreements authorizing such wide deviation beyond the capped maximum was produced. In *Mrao Ltd vs. First American Bank of Kenya Ltd & 2 Others* [2003] eKLR, the Court emphasized that the lender cannot vary terms beyond what is permitted by the charge instrument. I find that the upward revision of interest beyond the agreed contractual caps to be unlawful and contrary to the terms of the registered legal charges.

3. Whether the Fixed Deposit Account No. FDR 91/226 remained active

34. The Plaintiffs claimed that they invested Kshs. 1,000,000 on 24th January 1991 in a fixed deposit account (FDR 91/226) at a rate of 17% per annum, which was to mature on 23rd January 1992. They contended that this deposit account remained active and continued to accrue interest up to the time of filing the suit in 2010, and claimed a total of Kshs. 54,794,816 as accumulated interest. They further asserted that a second fixed deposit account (FDR 91/980) was separately opened with a deposit of Kshs. 1,035,630.15 on 9th April 1991, which was later used to offset an overdraft of Kshs. 840,000. The Plaintiffs argued that FDR 91/226 remained untouched and demanded a refund of the accrued interest.
35. The Defendant, while conceding that the 1st Plaintiff initially invested Kshs. 1,000,000 in FDR 91/226, explained that the funds were only held for 85 days, accrued interest of Kshs. 35,630, and were subsequently reinvested under a new fixed deposit account FDR 91/980. The Defendant insisted that FDR 91/226 was not a separate and ongoing account but was converted into FDR 91/980, which was eventually liquidated to clear the overdraft. It challenged the Plaintiffs' version as inaccurate and unsupported by documentation.
36. After evaluating the evidence, I find that the Defendant's explanation is credible and consistent with available records. I note that there was no separate receipt for the alleged second deposit of Kshs. 1,035,630.15 in FDR 91/980 and further affirm that the calculation of interest earned on the original deposit in FDR 91/226 reasonably matched the reinvested amount in FDR 91/980 to the last coin. I also note that there was no reference to FDR 91/226 in any correspondence or agreements after 1992, including the 1995 loan amalgamation agreement, nor any steps taken by the Plaintiffs to recall the funds upon maturity. The claim only emerged in 2009, thus lending credence to the Defendant's position that it was an afterthought.
37. Additionally, the court did not lose sight of the discrepancies in the figures claimed by the Plaintiffs. While the Amended Plaint cited Kshs. 54,794,816.00 as the sum due, the Plaintiffs' expert witness testified to a different figure of Kshs. 81,134,217.00. This inconsistency, coupled with the lack of documentation and the legal requirement that special damages must be specifically pleaded and strictly proved, undermines the credibility of the claim.
38. Consequently, I am not persuaded that the Plaintiffs proved, on a balance of probabilities, that FDR 91/226 remained active or that they are entitled to the claimed amount. The claim for refund of Kshs. 54,794,816.00 is accordingly dismissed.



4. Overpayment of loans

39. The Plaintiffs' audit report revealed overpayments totaling Kshs. 5,908,077.20 (excluding interest). The Defendant did not produce counter-audit evidence, nor did it fully disclose records that could confirm or rebut the claim. It is trite law that a party in possession of critical evidence and fails to produce the same may be presumed to be withholding adverse information (See Section 119 of the *Evidence Act*).
40. This court called for an independent auditor's report so as to establish the loan balances due, if any, from the 1st Plaintiff's loan account. The said auditor's final report, filed by Wach Consultants, states as follows on the Plaintiffs' claim on overpayment of the loan: -
- “By 31st August 1999 the 1st Plaintiff's loan per (sic) our calculations was Kshs. 46,895.65. on 15th September 1999 the 1st Plaintiff deposited Kshs. 300,000 resulting in an overpayment of his loan by Kshs. 253,104.35. By 15th October 2000, the 1st Plaintiff had overpaid the loan by Kshs. 695,160.81.”
41. While this court agrees with the Defendant's submission that the Plaintiffs' claim for refund of the alleged overpaid principal and interest does not correspond with the amount pleaded in the Amended Plaintiff, the auditor's findings confirms that the Plaintiffs overpaid the loan amount. I therefore find that the Plaintiffs are entitled to their claim for a refund, albeit, only in respect to the overpaid sum plus interest. It is on this basis that I find that the Plaintiffs' claim for overpaid principal and interest was proved to the required standard.
42. This Court is further not blind to the reality that the Defendant admitted, in its own correspondence, notably the letter dated 3rd September 2003, that it overcharged the Plaintiffs interest and subsequently refunded Kshs. 509,875.19. That refund was not contested. Furthermore, the Defendant did not sufficiently demonstrate how the balance of the loan, after the admitted overcharge, was treated or communicated transparently to the Plaintiffs.
43. More importantly, the testimony of the Defendant's own witness (DW1) under cross-examination, particularly concerning the standing order payments of Kshs. 40,000 made by the guarantor Mr. Kiburi, introduced significant doubt as to whether the Bank maintained proper and reliable records of loan repayments. DW1 expressly admitted that those payments were “not captured anywhere in our accounts,” yet the security was discharged. This is a grave lapse for a financial institution and raises strong inferences of negligence or improper account management.
44. In addition to the finding, by the independent auditor appointed by this court, on the overpayment of the loan, the audit also established that the Bank did not fully or accurately account for the payments made by the Plaintiffs and the guarantor. That lack of clarity tilts the balance in favour of the Plaintiffs who, despite evidentiary inconsistencies, demonstrated on a balance of probabilities that the Bank acted negligently and failed in its fiduciary duty to provide a transparent and accurate account of the loan facilities.
45. In the absence of proper and transparent records from the Bank, the burden of clarity and proof falls upon it as the custodian of the funds, per the principle established in *National Bank of Kenya Ltd vs. Pipeplastic Samkolit (K) Ltd and Another* [2001] eKLR. In that case, the Court held that a bank owes a fiduciary duty of full disclosure and proper accounting to its customer.



46. Similarly, in the case of Kenya Commercial Bank Limited vs. Osebe [1982] KLR 296, the Court emphasized the need for banks to act in utmost good faith and transparently when managing depositors' funds. The Defendant in this case clearly failed in that duty.
47. Accordingly, this Court finds that the Plaintiffs made substantial overpayments and are entitled to a refund, though the Court exercises caution in adopting the full amount claimed, given the Defendant's partial refutations. I find that the Plaintiff made an overpayment of the loan in the sum of Kshs. 695,160.81 as stated in the independent auditor's report, which I hereby adopt together with interest at 12% from October 2000 until payment in full.

5. On the statutory power of sale

48. Evidence shows that the Defendant issued multiple statutory notices quoting varying debt amounts at different times. This inconsistent enforcement suggests uncertainty in the Defendant's loan account management, a factor that militates against the lawful invocation of statutory power of sale. In *Giella vs. Cassman Brown* [1973] EA 358, the court held that an injunction will issue where there is a prima facie case and irreparable harm is likely. The Plaintiffs made out such a case.

6. Whether the Plaintiffs are entitled to an award of general damages.

49. Having regard to the finding on the overpayment of the loan, the finding that the Bank acted negligently and failed in its fiduciary duty to provide a transparent and accurate account of the loan facilities, I find that the 2nd Plaintiff made out a case for an award of general damages for the breach of fiduciary duty, inconvenience and embarrassment caused to him following the newspaper advertisements for the sale of his charged property.
50. In *Encyclopedia of Banking Law C.21 Selangor United Rubber Estate Ltd vs Cradock (No.3)* [1968] 2 ALL ER 1073) it was held that: -
- “A bank has a duty under its contract with its customer to exercise reasonable care and skill in carrying out its part with regard to operations within its contracts with its customers. The duty to exercise reasonable care and skill extends over the whole range of banking business within the contract with the customer. Thus the duty applies to interpreting, ascertaining and acting in accordance with the instructions of the customer.”
51. In *Thompson vs. Commissioner of Police of the Metropolis and HSU v Commissioner of Police of the Metropolis* [1997] 2 All ER 762 (at page 771, it was held that:-
- “Any legal process should yield a successful plaintiff appropriate compensation, that is, compensation which is neither too much nor too little No other result can be accepted as just But it serves no public purpose to encourage the plaintiffs to regard a successful libel action, risky though the process undoubtedly is, as a road to untaxed riches. Nor is it healthy if any legal process fails to command the respect of lawyer and layman alike”
52. In assessing damages, the court must strike a proper balance between the demands by litigants and what is fair and reasonable in given circumstances. In the instant case, I find that an award of Kshs. 3,000,000 general damages will be adequate compensation for breach of fiduciary duty.



Whether the Plaintiffs owe the Bank any monies as claimed in the counterclaim.

53. The Defendant made a counterclaim, for outstanding loan balance, which it claimed, stood at Kshs. 1,243,882 as at 30th June 2014 and continued to attract interest at the rate of 20% p.a. until payment in full. The Plaintiffs denied the counterclaim in its entirety. This court notes that the Defendant did not give a satisfactory explanation or formula that it used in calculating the amount stated in the counterclaim. The independent auditor however made the following findings on the Defendant's: -

“After calculation on (Appendix 9) that shows the workings as compared with amalgamated loan statements from the bank statements provided by the Defendant and considering the errors of casting and deliberate omissions of charges in the schedules provided by the Defendant (Appendix 16) we did not find any claim payable to the Defendant.”

54. This court is satisfied that the independent auditor carried out a proper and in-depth analysis of the loan statements availed to him by the Defendant and arrived at the correct determination on the Defendant's claim when it found that the same was not payable.

55. In view of the admitted overcharge, the unexplained treatment of substantial payments made by Mr. Kiburi, the auditor's confirmation of the Plaintiffs overpayment and the Bank's failure to reconcile the account statements transparently over the years, I find that the Plaintiffs proved their case against the Defendant to the required standard.

On reliefs sought by the Plaintiffs

56. Given the above findings, I make the following final orders:

- a. The Court declares that the Plaintiffs have repaid the loan obligations in full and have in fact overpaid.
- b. The Court orders the Defendant to discharge the charges over L.R. No. Komothai/IGI/T.160 and L.R. No. Gatamaiyu/Nyanduma/881.
- c. The Court awards Kshs. 695,160.81 (plus interest at 12% from October 2000 till payment in full) in overpayments to the Plaintiffs.
- d. The Court awards Kshs. 3,000,000.00 in general damages for unlawful threats of auction and reputational harm.
- e. The Court dismisses the Defendant's counterclaim in full for lack of proper accounting and due to the established overpayments.
- f. The Plaintiffs are awarded costs of the suit.
- g. Interest on (d) and (f) above shall accrue at court rates from the date of this judgment until full payment.

57. It is so ordered.

**JUDGMENT DATED, SIGNED AND DELIVERED VIRTUALLY VIA MICROSOFT TEAMS
THIS 31ST DAY OF JULY 2025.**

W. A. OKWANY

JUDGE



In the Presence of: -

Mr. Mutitu for the Plaintiff

Mr. Gatuhi for the Defendant

C/A – Anita

