



**Nine Sisters Limited v Ebony Estates Limited (Civil Appeal E799 of 2023)
[2025] KEHC 11377 (KLR) (Civ) (31 July 2025) (Judgment)**

Neutral citation: [2025] KEHC 11377 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI LAW COURTS)**

CIVIL

CIVIL APPEAL E799 OF 2023

AC MRIMA, J

JULY 31, 2025

BETWEEN

NINE SISTERS LIMITED APPELLANT

AND

EBONY ESTATES LIMITED RESPONDENT

*(Being an appeal from the judgment and decree of Hon. H. M. Nyaga (Chief Magistrate)
in Milimani Chief Magistrates Civil Case No. 10929 of 2018 delivered on 19th July 2023)*

JUDGMENT

Background:

1. Ebony Estates Limited, the Respondent herein, instituted Nairobi [Milimani] Chief Magistrates Civil Case No. 10929 of 2018 [hereinafter referred to as 'the suit'] vide a Plaint dated 22nd August 2017. It sought to recover Kshs. 18,950,000/- from Nine Sisters Limited, the Appellant herein, as its agency fees, on the claim that it marketed and sold apartments on L.R. No. Dagoretti/Mutuini/567 on its behalf.
2. The Respondent pleaded that through an Agency Agreement dated 27th April 2012, it was to be paid a commission of Kshs. 150,000/- for the sale of one-bedroom unit and Kshs. 200,000/- for the sale of a two-bed room unit. The Respondent also stated that it paid the Appellant a refundable advance of Kshs. 3,000,000/-.
3. In its Statement of Defence dated 5th October 2017, the Appellant admitted the agreement with the Respondent to sell the apartments on its behalf, but denied that the Respondent was entitled to the payment claimed. It denied that it obtained an advance of Kshs. 3,000,000/- or that there was an agreement to repay that amount. It was its case that the Respondent was neither entitled to the



commission nor the facilitation fees. It averred that there were no sales the Respondent secured to warrant such payment and put the Appellant to strict proof alleging that it had already settled all the Respondent's facilitation fees and commissions.

4. Upon considering the parties' rival positions, the trial Court found that the Respondent had express authority through the Power of Attorney to deal with the property in terms of selling the apartments on a commission basis. It observed that there was no deed of revocation and the fact that there was prolonged delay in its registration did not invalidate the actions it empowered. On the question whether the Respondents were able to recover their fees, the trial Court found that the sums of Kshs. 15,950,000/- had been proven to be outstanding and it entered judgment in favour of the Respondent for the said amount with interest and costs. The Court, however, observed that the sum of Kshs. 3,000,000/- was not substantiated and decline the quest to award the sum. It was that judgment that led to the filing of the instant appeal.

The Appeal:

5. Through a Memorandum of Appeal dated 17th August 2023, the Appellant sought to have the trial Court's judgment set aside or varied on the following grounds: -
 1. The learned trial magistrate erred in law and in fact in considering and failing to find that the agency agreement dated 27th April 2012 was vitiated by mistake by the parties when it provided that the Respondent would sell apartments on L.R No. Dagoretti/ Mutuini/567 which property did not belong to the Appellant and therefore the Appellant had no capacity to enter into an agreement to sell another entities' apartments.
 2. The learned trial magistrate erred in law and in fact by failing to consider the alleged Special Power of Attorney granted by Kwacha Engineering Ltd was not issued by the registered owner of the property which is Kwacha Engineering Company Ltd and was in any event registered on the 27th June 2012 which was two months after the Agency agreement dated 27th April 2012 and therefore did not apply retrospectively.
 3. That without prejudice to ground 2 above, the honourable chief magistrate erred and misdirected himself in law and fact by failing to apply his mind to the trite law that an agent such as the Appellant who has the agent of Kwacha Engineering Ltd under Special Power of Attorney could not be sued where there is a disclosed principal which rendered the suit filed against the Appellant fatally defective and was for dismissal.
 4. Without prejudice to the above, the learned trial magistrate erred in law and in fact by failing to consider the Agency agreement dated 27th April 2012 was also tainted with illegality for reason tat the plaintiff was seeking to be paid facilitation fees that are not provided for under Rule 2 of the Estates Agents (Remuneration) Rules 1987 of the Estates Act which renders the part of the agreement that was seeking payment of facilitation fees and the resultant invoices unenforceable.
 5. That the learned trial magistrate erred in law and in fact by failing to note that the Respondent had not proved that it had procured that successful sale of each of the apartments which meant the actual payment of the full purchase price for each apartment that was included in its that was included in its invoices to be entitle to payment of the commission.
6. In its written submissions dated 2nd May 2025, the Appellant posited that the registered owners of the subject property were one Kwacha Engineering Company Limited and not itself. Therefore, it had no capacity to enter into an agency agreement with the Respondent to authorize them to sell



the apartments not belonging to it. To buttress the incidence of mistake of fact as to ownership, the decision in the case of Nebart Njeru Munyi -vs- Nicholas Muriithi Zakaria was relied upon where the Court observed thus: -

..... That mistake can vitiate a contract it is on either or both parties in respect of the subject matter or some fundamental term that goes to the root of the contract....

7. As regards the special power of attorney, the Appellant submitted that it did not have any effect since it was not registered at the material time, a requirement under section 4 as read with section 7 of the Registration of Documents Act. While drawing support from the case in Francis Mwangi Mugo -vs- David Kamau Gachago (2017) eKLR, the Appellant stated that the special power of attorney is dated 6th May 2010 and was registered on 27th June 2012, two years after it was executed. It was its case that it had no legal force prior to registration and that the trial Court erroneously relied on the case of Johnson Maina Migwi & Another -vs- Equity Bank of Ltd & 2 Others (2006) eKLR in finding that the special power of attorney was valid. Separately, the Appellant submitted that an agent like it who was the agent of Kwacha Engineering Limited under Special Power of Attorney could not be sued where there is a disclosed principal. It argued that the foregoing rendered the suit against it fatally defective since the Respondent knew Kwacha Engineering Company. To bolster its position, it referred to the Respondent's letter dated 28th October 2016 and the authority in City Council of Nairobi -vs- Wilfred Kamau Githua t/a Githua Associates & Another (2016) eKLR.
8. The Appellant further submitted that the agency agreement was tainted with illegality for the reason that the Respondent was seeking facilitation fees which is not provided for under Rule 2 of the Estates Agents (Remuneration) Rules. To that end, it referred to the evidence of PW1 and the case of Hussein Ladha -vs- Haresh Soni (2017) eKLR where it was observed inter alia: -

....a contract founded upon breach, violation or circumvention of a statutory provision cannot be enforced by the Court.
9. While submitting on the ground that the Respondent failed to prove sale of each of the apartments, the Appellant claimed that the Respondent did not demonstrate to Housing Finance Company of Kenya, (HFCK) the financier of the development, full payment of the apartments it sold as to allow it (HFCK) to partially discharge the respective apartments. The Appellant referred to an e-mail dated 4th May 2016 where the Respondent confirmed to the bank Kshs.155,98,301/- worth of uncompleted sales and unsold apartments. The Appellant submitted that the Respondent needed to back the invoices up with proof of the full purchase price by the purchaser on each of the apartment indicated in the invoices any or partial discharge by HFCK for each of the apartments indicated in the invoices so as to prove its case.
10. On the basis of the foregoing arguments, the Appellant prayed that the appeal be allowed, the impugned judgment be set-aside and the suit be dismissed with costs.

The Respondent's case:

11. Ebony Estates Limited opposed the appeal through written submissions dated 29th April 2025. It was its case that the issue of agency can be inferred from the conduct of the parties and need not be in writing. It referred to the evidence of Caroline Nyororo [DW1], the Architect [DW3] and that of Henry Mwangi Katani the Appellant's Advocates and stated that they demonstrated active involvement of the Respondent in the project on the sale of the apartments and that the trial Court did not err in its finding that a valid agency contract existed between the parties.



12. The Respondent submitted that it prepared all the letters of offer and all of them denoted the Appellant as the vendor and that all payments made by the buyers were to the Appellant's account. It asserted that going by the conduct of the parties there was an express binding contract. In submitting on the validity of the Special Power of Attorney, the Respondent referred to the evidence of Amos Kiarie Njoroge who confirmed that he prepared the power of attorney from Kwacha Engineers Limited to the Appellant herein. It was its case that despite the provision of section 4(1) and 9 of the Documents Registration Act requiring registration of all documents conferring or limiting a right, section 10 provides room for registration upon payment of prescribed fine.
13. The Appellant tempered the foregoing position by relying on the case of *Jun -vs- Yan & 2 Others (2025) KEHC 2978* and the one in *Johnson Maina Migwi & Another -vs- Equity Bank of Ltd & 2 Others (2006) eKLR* were referred to. In the latter, it was observed: -

... The fact that Equity Bank registered the power of Attorney on 6th July 1995 could not invalidate it vis-à-vis the charge in issue. If anything, section 116(6) of the Registered *Land Act* does acknowledge the fact that there can be delays between the time a power of attorney is executed and the time it is registered. In the event of such a delay, the registrar may require evidence that the power had not been revoked and he may decline to register it until satisfactory evidence was produced
14. As regards the claim that it was not entitled to the commission, the Appellant submitted that the agency contract was stamped at the Lands registry and signed by the Directors of both parties and witnessed by the project Advocate. It submitted that since there was a valid agency contract, parties were bound by it and acted on its contents as evidenced by correspondence relating to the sale of the apartments which is not denied by the Appellants.
15. In the end, the Respondent reiterated that both parties had the capacity to contract and the Appellant failed to produce evidence to the contrary. It urged that the appeal is dismissed with costs.

Analysis:

16. This Court's role, as a first appellate Court, is well established. In *Susan Munyi -vs- Keshar Shiani [2013] eKLR*, the Court observed that a first appellate Court is duty bound to objectively re-assess the evidence presented before the trial Court afresh. The Court observed: -

..... As a first appellate Court our duty of course is to approach the whole of the evidence on record from a fresh perspective and with an open mind. We are to analyze, evaluate, assess, weigh, interrogate and scrutinize all of the evidence and arrive at our own independent conclusions.
17. Similarly, in *Abok James Odera t/a A.J. Odera & Associates v John Patrick Machira t/a Machira & Co Advocates [2013] eKLR* the Court set out the role of the first appellate Court in the following terms: -

... This being a first appeal, we are reminded of our primary role as a first appellate court, namely, to re-evaluate, re-assess and re-analyse the extracts on the record and then determine whether the conclusions reached by the learned trial judge are to stand or not and give reasons either way. See the case of *Kenya Ports Authority vs Kustron (Kenya) Limited [2000] 2 EA 212*.
18. Having carefully perused the record of appeal, the parties' submissions and the decisions referred to therein, the following issues arise for determination: -



- i. The validity of the Agency Agreement dated 27th April 2012.
 - ii. The validity and effect of the late registration of the Power of Attorney between the Appellant and Kwacha Engineering Ltd.
 - iii. Depending on (i) and (ii) above, whether the Respondent proved sale of apartments and was entitled to any payment.
19. With the legal parameters on this Appellate Court coupled with the established principles thereto in mind, this Court will now sequentially address the issues.

The validity of the Agency Agreement dated 27th April 2012:

20. The Appellant's claim of non-enforceability of the Agency Agreement stems from the contention that it was not the registered owner of the apartments. It instead asserted that Kwacha Engineering Limited were the registered proprietors. Therefore, despite executing the agency agreement, it was of no significance legally. I have carefully interrogated the agency contract. The Appellant describes itself in the introductory paragraph as the Principal and the Respondent as the Agent. The purpose of the agency contract can be deciphered from the titling thereof which was couched as follows;

Agency contract for sale of Apartments on L.R No. Dagoretti/Mutuini/567.

21. Further, Clause 4 fortifies the foregoing purpose in clear terms by providing for the obligations of the Appellant as the Principal. Clause 5(b) is further compelling. It is an acknowledgment by the Appellant that it had been nominated to deal with the property as the owner. The said Clause stated as follows: -

The Principal declares that to the best of its knowledge and belief that the information and particulars given to us in relation to the property and developments thereon are true.

22. I will now consider who an Agent is in law. The Black's Law Dictionary 9th Edition, at page 72 defines an apparent agent as hereunder: -

A person who reasonably appears to have authority to act for another, regardless of whether actual authority has been conferred – also termed ostensible agent.

23. In this case, the Respondent did not even act on reasonable authority. It marketed and sold the apartments on the basis of terms which were reduced into writing. It acted on actual authority from the Appellant. Therefore, as to whether there existed an Agent-Principal relationship between the Appellant and the Respondent, Bowstead and Reynolds on Agency, Seventeenth Edition defines that relationship as follows: -

...a relationship which exists between two persons, one whom expressly or impliedly consents that the other should act on his behalf so as to affect his relations with third parties, and the other of whom similarly consents so to act or so acts.

24. When Caroline Nyororo, [PW1] a Director of the Respondent testified, she stated that upon executing the agency agreement with the Appellant, they carried out the terms therein in full. It was her evidence that the purchasers of the units were requested to sign acquaintance and be witnessed or consented by the financier of the development, HFCK. She further testified that purchasers made payments to HFCK and that all the apartments she market were paid for. To that end, she referred to 157 Certificates of Lease evidencing the leases registered in the names of the purchasers.



25. On cross-examination, it was her position that they discussed charges, which were below the amounts prescribed in the Estate Agency Act and signed the agreement. She also stated that the Appellant was the one selling the property and that the Power of Attorney gave the Appellant the locus to deal with the property. It was further her evidence that the Respondent initiated the processes of sale and even executed Sale Agreements and that, thereafter, their work stopped as the rest was handled by the financier and the purchaser. PW1 also stated that the parties herein undertook reconciliations when all payments were made and the sum claimed was mutually arrived at.
26. Amos Njoroge Kiarie, an Advocate of the High Court of Kenya was PW2. It was his evidence that his firm was retained to oversee the documentation and effect the transfers and subleases to the purchasers. He testified that at the inception, HFCK came in as the financiers. The Appellant's directors called for a meeting between him and the Respondent where it was agreed that the Letters of offer would emanate from the Respondent. It was also his evidence that he witnessed the Letters of offer and came up with Sale agreements and that most of the purchasers had their own Advocates. He stated that after completion of payments he would prepare the sublease in readiness for registration. He also stated that for Phase 1 houses, there were partial discharges denoting that payment was complete and which were authorised by the Appellant and approved by HFCK. He further stated that all the transfers were signed by the Appellant.
27. On cross-examination, PW2 stated that when the transactions took place, they believed the properties belonged to the Appellant only to learn later that it belonged to Kwacha Engineering Limited. He stated that the Letters of offer came from the Respondent and they prepared the Sale Agreements according to instructions they received from the Appellant who was the owner of the project.
28. Henry Mwangi Katani, a practising Architect was DW1. He testified that he was the Head of the project which on behalf of the Appellant and that they put up 90 apartments. He stated the he knew the Respondent as the Sales agents of the project. It was his position that he interacted with and reviewed the Respondent's sales and reports and that the Respondents availed representatives during routine site visits. He posited that he was not involved in the Respondent's appointment but was introduced to them by the project owner. It was also his evidence that he was requested by the Developer and the HFCK bank to reconcile the sales so as to come up with a closing balance which task he readily discharged.
29. DW1 further testified that the title deed of the land where the development was undertaken was in the name of Kwacha Engineering Limited, taking cue from the various documentary evidence he came across during the process. He was also aware of the Letters of offer which were prepared by the Respondent which indicated that the Appellant was the Vendor.
30. The Supreme Court of United Kingdom discussed a binding contract in *RTS Flexible Systems Ltd v Molkerei Alois Muller GmbH & Co, KG (UK Production)* (2010) UKSC14, [45]. It observed thus;
- ...The general principles are not in doubt. Whether there is a binding contract between the parties and, if so, upon what terms depends upon what they have agreed. It depends not upon their subjective state of mind, but upon a consideration of what was communicated between them by words or conduct, and whether that leads objectively to a conclusion that they intended to create legal relations and had agreed upon all the terms which they regarded or the law requires as essential for the formation of legally binding relations. Even if certain terms of economic or other significance to the parties have not been finalized, an objective appraisal of their words and conduct may lead to the conclusion that they did not intend agreement of such terms to be a precondition to a concluded and legally binding agreement.



31. Appreciated cumulatively, therefore, there is no doubt that pursuant to the agency agreement, the Respondent not only had express authority to sell the property, but was also known as such by the Purchasers, the Architect, the financier (HFCK) among other players that its role was to sell the apartments in L.R. Dagoretti/Mutuini/567.
32. On that score, there was also an argument by the Appellant that the Appellant that the Agency agreement was vitiated by mistake on both parties as to the fact of ownership of the apartments. For mistake to vitiate a contract, it must relate to the subject matter or a fundamental term on one or both of the parties. In his book *The General Principles of the Law of Contract*, K. Laibuta, distinguished the various kinds of mistake as follows: -

... A mistake is said to be common where both parties operate under the same mistake which is fundamental and not merely collateral to the attainment of the main object of the contract.

Mistake is termed as mutual where parties misunderstand one another and are at cross-purposes. Purported acceptance of something different from what was actually offered is ineffectual and does not bind the parties in contract.

Mistake is unilateral where only one party is mistaken while the other is clear minded as to the terms of the contract.
33. The Black's Law Dictionary defines the term 'subject matter' as;

The issue presented for consideration. The thing in which a right or duty has been asserted; the thing in dispute.
34. From the contents of the Agency agreement, there is no doubt between the parties that the issue that was presented by the Appellant for the Respondent's consideration was the Sale of Apartments in L.R No. Dagoretti/Mutuini/567. Therefore, both parties understood their contractual obligations. Similarly, the issue in dispute is this litigation is no doubt the Respondent's claimed commission for the sale of the apartments.
35. This Court is further reminded of the contents of Clause 5(b) of the Agency Agreement where the Appellant expressly acknowledged that it was acting on the instructions of its Principal to sell apartments on its behalf.
36. With the foregoing, the quest by the Appellant to vitiate the agency agreement on the basis of ownership is a flawed appreciation of the concept of mistake. The argument fails and is for rejection.
37. In the end, this Court finds and hold that the Agency Agreement between the parties herein was valid and enforceable in law.

The validity and effect of the late registration of the Power of Attorney between the Appellant and Kwacha Engineering Ltd:

38. There is no doubt that the Power of Attorney is dated 10th May 2010 and was subsequently registered and stamped on 27th June 2012. From the contents of the said Power of Attorney, it is evident that Kwacha Engineering Limited was donating power to the Appellant to deal with its property as they could do themselves. For avoidance of doubt, it declared thus;

This power of attorney shall apply only to the above-mentioned land (L.R No. Dagoretti/Mutuini/567) and all the developments therein.



This Power of Attorney is revocable by us and shall be revoked in a similar deed to be executed in a similar manner.

39. The document Section 4 of the [Registration of Documents Act](#), Cap. 285 of the Laws of Kenya [hereinafter referred to as 'the Act'] provide in as follows: -

4. Documents to be registered:

All documents conferring, or purporting to confer, declare, limit or extinguish any right, title or interest, whether vested or contingent to, in or over immovable property (other than such documents as may be of a testamentary nature) and vakallas shall be registered as hereinafter prescribed.

40. The timelines for registration of documents is provided for in Section 9 of the Act as follows: -

9. Every document the registration whereof is compulsory shall be registered within two months after its execution, and if executed outside Kenya it shall be registered within two months after its arrival in Kenya.

41. The above was the crux of the objection. However, Section 10 of the Act allows for registration outside the two months prescribed by section 9 in the following terms: -

10. If any such document is not registered within the time prescribed, the person in whose favour the document is made, or his successor in title, shall be liable to the payment of a fine not exceeding ten times the prescribed registration fee on the document in question, with a maximum of one thousand shillings, and the registrar may impose the fine in his discretion and delay the registration until the fine has been paid.

42. The Appellant relied on the decision in Francis Mwangi Mugo -vs- David Kamau Gachago [2017] eKLR where the consequence of the failure to register a Power of Attorney was discussed as hereunder;

... I think the more fatal omission is not necessarily payment of stamp duty important as it is, but the failure to register the power of attorney before filing suit, for to me, it is the act of registration which then vests the donee with capacity to deal with the immovable property claimed by the donor. The power of attorney in this instance, is not similar to a sale agreement or a lease, whose value is only evidentiary. The power of attorney here, falls under the purview of capacity for one cannot act for another without having the legal capacity to do so. I hold the view that before a donee of a power of attorney can act, on a matter, at least that involving immovable property, then he must register that power of attorney before he can allege to have capacity to act.

43. The foregoing authority is, however, distinguishable since in that case, there was absolute non-registration of the Power of Attorney even at the time the suit was lodged and heard. Conversely, in this case, the Power of Attorney was registered, albeit two years after its execution. As at the time the suit was filed, the Power of Attorney had been registered over 6 years back.

44. Section 10 of the Act accommodates registration of documents outside the two months period. It does not set timelines or state the duration a delay must not exceed. Rather, it only provides that the person in whose favour the document is made is liable to a fine. No evidence was adduced that the impugned Power of Attorney was invalidated by the failure to pay the fines. More importantly, there was no contention that the donor, Kwacha Engineering Limited, revoked the Power of Attorney. The same remained in force. Therefore, in as much as a document is registered under the Act, the delay and/or the reasons thereto, if any, are immaterial.



45. Further, I have painstakingly perused through the record. The 99 Letters of Offer relate to the period between April 2012 and August 2016 when the Power of Attorney had already been registered. From the record, whereas there was a delay of about two years from when the Agency agreement was executed and when the Power of Attorney was registered, PW2 satisfactorily explained that the delay in registration was as a result of the backlog in the Lands Registry. However, as said, the law does not call for the justification of the delay.
46. From the foregoing, I do find that the trial Court did not err in holding that despite the late registration nothing invalidated the authority contained in the Power of Attorney executed by the Respondent. That reasoning is in tandem with decision in Johnson Maina Migwi & Another -vs- Equity Bank Limited & 2 Others (2006) eKLR where it was observed thus: -
- ... The fact that Equity Bank registered the power of Attorney on 6th July 1995 could not invalidate it vis-à-vis the charge in issue. If anything, s. 116(6) of the Registered Land Act does acknowledge the fact that there can be delays between the time a power of attorney is executed and the time it is registered. In the event of such delay, the Registrar may require evidence that the power had not been revoked and he may decline to register it until satisfactory evidence was produced.
47. In the end, this Court affirms that the Power of Attorney was valid and enforceable in law, the late registration notwithstanding.

Whether the Respondent proved the sale of apartments and was entitled to any payment:

48. Having established that the Agency Agreement and the Power of Attorney were valid, the question as to whether there was sale of apartments turns on the evidence presented. In its comprehensive Supplementary List of Documents dated 10th December 2019 and Further Reply to Notice to Produce dated 2nd October 2020, the Respondent presented ample evidence of sales and sub-leases that were registered in favour of various purchasers. To that end, it raised invoices No. 00066, No. 00070 and No. 00071 for Kshs. 6,500,000/-, KShs.7,200,000/- and Kshs. 2,250,000/- respectively for facilitation fees and its commission.
49. Apart from the Appellant making merely denials that the Respondent was not entitled to any Payment, there was no evidential demonstration of such averments. As such, the Respondent discharged its evidential burden of proof. In such a case, the evidential burden of proof shifted to the Appellant to demonstrate a contrary position. In doing so, the Appellant ought to have tendered evidence to disprove what the Respondent sated.
50. In an effort to discharge the said burden, the Appellant relied on the evidence of DW1. The testamentary evidence of DW1 was to the effect that not all the apartments/units were sold. He, however, agreed that even as of the date of hearing, the Appellant's accounts were yet to be reconciled. He averred that the Appellant had asked the Respondent to formally supply its outstanding fees demand, but instead it forwarded some invoices and not statements as requested. On cross-examination, DW1 conceded that the Respondent was their Sales agent and was entitled to payments. He further admitted that the Appellant was the vendor.
51. By placing the evidence of the Appellant and the Respondent side by side, it is apparent that whereas the Respondent proved sale of the apartments through Agreements and Sub-leases with the purchasers, the Appellant failed to impugn the said sales in any way whatsoever. Essentially therefore, the Respondent was entitled to payment by virtue of the Agency Agreement.



52. There was also the claim for the sum of Kshs. 3,000,000/- allegedly advanced to the Appellant at the onset of the contract. To this Court, the sum is not due and recoverable since it was not a term of the Agency agreement and no evidence was tendered to substantiate the claim. The claim fails.
53. In the end, this Court find that the Appellant failed to discharge the evidential burden of proof that had shifted onto its legal shoulders and, on a balance of probabilities, the trial Court, rightfully so, found in favour of the Respondent.

Disposition:

54. Deriving from the foregoing, the appeal is unsuccessful and suffers a false start.
55. Accordingly, the following final orders hereby issue: -
- (a) The appeal be and is hereby wholly dismissed.
 - (b) The Appellant shall bear the costs of the appeal.
- Orders accordingly.

DELIVERED, DATED AND SIGNED AT NAIROBI THIS 31ST DAY OF JULY, 2025.

A. C. MRIMA

JUDGE

Judgment virtually delivered in the presence of:

Mr. Thuo, Learned Counsel for the Appellant.

Amina/Michael – Court Assistants.

