



**Ngaywa & Kibet Partners LLP v Monarch Insurance Ltd & another; Anglo African Property Holdings Ltd (Objector) (Miscellaneous Civil Application E043 of 2023) [2025] KEHC 12403 (KLR) (3 September 2025) (Ruling)**

Neutral citation: [2025] KEHC 12403 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT KERUGOYA  
MISCELLANEOUS CIVIL APPLICATION E043 OF 2023  
EM MURIITHI, J  
SEPTEMBER 3, 2025**

**BETWEEN**

**NGAYWA & KIBET PARTNERS LLP ..... DECREE HOLDER**

**AND**

**MONARCH INSURANCE LTD ..... JUDGMENT DEBTOR**

**AND**

**MORAN AUCTIONEERS ..... RESPONDENT**

**AND**

**ANGLO AFRICAN PROPERTY HOLDINGS LTD ..... OBJECTOR**

**RULING**

1. The Objector/applicant has by Notice of Objection dated 7/2/2025 objected to the attachment herein by the decreeholder against the judgment debtor respondent following a judgment on an advocate-client costs and claims ownership of the properties attached in execution of the decree.
2. By a Notice of Motion dated 7/2/2025, brought under section 44 (1) (ii) of the *Civil Procedure Act* and Order 22 Rules 51, 52 and 53 of the Civil Procedure Rules, the applicant the applicant seeks specific relief as follows:
  - “ a. ... spent.
  - b. ... spent.
  - c. ... Spent.



- d. That the Honourable court be pleased to set aside, and/or quash the proclamation, attachment and/or sale of the Objector's properties namely, Office printer, 25 office desks, metallic cabinets, 1 water dispenser, 2 boardroom tables, 8 boardroom chairs, 25 laptops, reception desk, 4 reception seats and any other attachable assets including furniture and more particularly described on the schedule to the Proclamation of Attachment dated 5th February, 2025.
- e. That the attachment/execution as against the Objectors' properties namely, Office printer, 25 office desks, metallic cabinets, 1 water dispenser, 2 boardroom tables, 8 boardroom chairs, 25 laptops, reception desk, 4 reception seats more particularly described on the schedule to the Proclamation of attachment dated 5th February, 2025 in execution of the decree herein dated 13th November, 2024 be raised in whole.
- f. That the costs of this Application be awarded to the Objector.”

3. The grounds of the application are set out in the application as follows:

- “1. That this Honourable court has issued Warrants of Attachment of Movable property dated 17th December 2024.
2. That 5th February, 2025, the Plaintiff/Decree holder through Moran Auctioneers proclaimed and attached the Objectors' properties being, Office printer, 25 office desks, metallic cabinets, 1 water dispenser, 2 boardroom tables, 8 boardroom chairs, 25 laptops, reception desk, 4 reception seats and any other attachable assets belonging to the judgment debtor to satisfy the decree issued herein.
3. That all attached properties are wholly owned by the Objector herein, and the Judgment Debtor has no interest and/or claim whatsoever over the same. The items proclaimed and attached are also tools of trade and therefore exempted from attachment in execution of decrees.
4. That unless the Decree Holder herein and Moran Auctioneers are restrained from auctioning the said properties, and the attachment herein raised, the Objector is likely to suffer irreparable loss and damage as the attached property risks being sold.
5. That it is in the interests of justice that the orders sought are granted.”

4. The Brief facts of the application are set out in the Supporting Affidavit as follows:

“Supporting Affidavit

I, Jackline Onsarigo of Post Office Number xxxxx-00100 Nairobi within the Republic of Kenya do hereby make oath and state as follows:

1. That I am the Finance Manager of the Objector/Applicant conversant with the facts of this case and duly authorized to swear this affidavit for and on behalf of the Objector.



2. That I know this Honourable court issued Warrants of Attachment of Movable property and Warrants of Sale of property in Execution of decree dated 17th December, 2024. (Annexed and marked JO 1 and JO2 are copies of the warrants of attachment of movable property and Warrants of Sale of property in Execution of decree.)
  3. That on 5th February, 2025, the Plaintiff/Decree holder through Moran Auctioneers proclaimed and attached the Objectors' properties being, Office printer, 25 office desks, metallic cabinets, 1 water dispenser, 2 boardroom tables, 8 boardroom chairs, 25 laptops, reception desk, 4 reception seats and any other attachable assets belonging to the judgment debtor to satisfy the decree issued herein (Annexed and marked JO 3 is a copy of the Proclamation Notice dated 5th February, 2025.)
  4. That all the attached properties are wholly owned by the Objector herein, and the Judgment Debtor has no interest and/or claim whatsoever over the same. The Objector leased the proclaimed items to the Judgment Debtor for a period of 10 years at a monthly fee of Ksh120,000/=. (Annexed and marked JO 4 is a copy of the agreement for lease of assets dated 17th March 2023.)
  5. That my advocate has informed me which information I verily believe to be true that the Auctioneers Act and the rules made there under require an Auctioneer to proclaim and attach only the property belonging to a Judgment Debtor and not that which belongs to third parties.
  6. That my advocate has informed me which information I verily believe to be true that the items proclaimed and attached are also tools of trade and therefore exempted from attachment in execution of decrees under section 44(1)(ii) of the Civil Procedure Act.
  7. That I swear this affidavit in support of the Application and pray this Honourable court to raise the warrants of attachment and cancel the warrants of sale issued to the Plaintiff/Decree Holder on 17th December, 2024.”
5. In response, the Decreeholder/plaintiff filed a replying Affidavit sworn by Moses Ngaywa on 24/2/2025 as follows:

“Replying affidavit

L Moses Ngaywa, of P.O. Box xxxxx-00100 Nairobi in the Republic of Kenya do hereby make oath and state as follows;

1. That I am an Advocate of the High Court of Kenya having the conduct of this matter and the managing partner at I gaywa & Kibet Partners LLP and therefore competent to swear this affidavit.
2. That I have read the Notice of Motion application dated 7th February, 2025 and I wish to reply in opposition thereto.
3. That the proclamation done herein was done in the premises of the Judgment debtor and hence the objections raised by the objector herein are raised in bad faith.



4. That the application herein is an abuse of court process, mislead and bad in law and should be dismissed.
5. That the Objector is being used by the Judgment debtor to frustrate the Decree Holder from enjoying the fruits of the judgment.
6. That a search at the company registry discloses that the Judgment debtor and the Objector are related as they share a company secretary and some of the Directors and even shareholders. (Annexed herewith and marked MN-l "a" and "b" are copies of the CR-12 of the Judgment debtor and Objector respectively)
7. That I believe that the Judgment debtor's allegation that the proclaimed items are leased by the Objector are false and are acts conducted in bad faith and meant to hoodwink the court into believing that the Judgment debtor and the Objector herein are distinct and separate entities while in fact they are not.
8. That further to paragraph 7 above, my belief is premised on the grounds that:
  - a) Both the Judgment debtor and the Objector herein have the same secretary, that is, Samson Munene Macharia who happens to be the one filing this application via his firm.
  - b) Some of the directors, namely, Jared Benson Kangwana and Biki Monyenye Kangwana. of the Judgment debtor are directors of the Objector.
  - c) The lease agreement is witnessed by one and the same persons, namely, Samson Munene Macharia, the secretary to both the judgment debtor and the objector and a share- holder of the judgment debtor and Rosemary Kangwana, who is also the legal manager at the judgment debtor.
  - d) The lease agreement is witnessed by, Samson Munene Macharia who is a shareholder in the Monarch Insurance Company (Judgment debtor) contrary to the basic tenets of the law that a person cannot witness their own documents.
9. That further to paragraph 8 above, I thus believe that the Objector is being used by the Judgment debtor to conceal its assets and monies to defeat legitimate execution against the Judgment debtor thereby frustrating the Decree holder / Respondent herein.
10. That the Objector has failed to prove that it has a legal and / or equitable interest in the attached assets as the tax invoice and lease agreement are not conclusive evidence of the ownership of the movable assets as the Objector has not produced any paper trail to confirm payment of the purchase price or any proof to show that the alleged leased items are indeed paid for. No receipts have been filed to proof payment of the lease amount. The Objector has only filed a tax invoice which is not conclusive proof of payment and thus the same is a misrepresentation of facts to hoodwink the court to believe that the assets subject to the proclamation are leased assets when indeed they are not.



11. In response to paragraph 6 of the supporting affidavit, I categorically state that the Objector as a company is not one of the persons protected under section 44 (1) (ii) of the Civil Procedure Act hence the items proclaimed and attached are not exempted under the particular provision of the law.
12. That these objection proceedings are manufactured merely to delay the Decree Holder/Respondent's cause and to delay justice and that the same should be struck out with costs to the Decree Holder/ Respondent.

6. The Objector filed a Supplementary Affidavit sworn on 25/3/2025 in terms that:

“Supplementary affidavit

(In support of notice of motion dated 6th February 2025 and in opposition to the replying affidavit dated 24th February 2025)

I, Jackline Onsarigo of Post Office Number xxxxx-00100 Nairobi within the Republic of Kenya do hereby make oath and state that:

1. I am the Finance Manager of the Objector/Applicant conversant with the facts of this case and duly authorized to swear this affidavit for and on behalf of the Objector.
2. Upon reading the contents of the Replying Affidavit served to us via email, I wish to respond as follows:
3. In response to paragraph 3 and 4 of the Replying Affidavit, while the proclamations were done on the premises of 'the Judgment Debtor, they directly and significantly affect assets belonging to the Objector/Applicant. The Judgment Debtor holds rights to these assets through a lease agreement.  
Therefore, the objections raised by the Objector/Applicant are not only made in good faith but are also firmly grounded in law.
4. In response to the averments in paragraph 5 am advised by my advocate, which information I verily believe to be true, that there is evidence of payment of leasing charges being Consideration for the contract of lease and thereby legally binding on the parties and against any third parties. This is sufficient proof of legal and equitable interest.
5. In response to the averments in paragraph 6, I am advised by my Advocate, which information I believe to be true, that the principle of separate legal personality is a fundamental pillar of company law, and that a corporation possesses a distinct legal personality, separate and independent from its shareholders and/or directors as established in *Salomon v Salomon & Co. Ltd.*
6. In response to paragraph 7, the Objector/ Applicant herein Anglo African Property Holdings Limited established on 17th April-1986 is in the business of Real Estate whereas the Judgement Debtor herein Monarch Insurance Company Limited established in 31st August 1979 is in the Insurance and Underwriting business. Both entities enjoy separate and distinct financial obligations, contractual rights and liabilities. It is trite law that two companies



with similar shareholders and/ or directors does not justify disregarding separate corporate personalities.

7. Further, I am advised by my advocate, which information I believe to be true, that the respondent's replying affidavit amounts to an unjustifiable and legally unsound attempt to override the fundamental principle of corporate personality.
8. In response to paragraph 8 the Replying Affidavit, the respondents are on a mission to take the court on a while goose chase as the core issue for determination before this Honourable court is whether the Objector/Applicant has equitable interest in the proclaimed property. Any attempt by the respondents to introduce extraneous matters in this regard only serves to obfuscate the real issue and is an improper distraction from the real issue to be determined by this court.
9. Concomitantly, I am advised by my advocate that the Decree Holder has many other avenues to execute the decree and the proclamation and sale of moveable property is not the only way to execute.
10. Moreover, I am advised by my advocate that all that is required by law is for the Objector to prove equitable and legal interest and not an inventory of the moveable assets subject to lease or that the Objector owns.
11. In response to paragraph 10 of the Replying Affidavit, I am advised by my advocate, which information I believe to be true, that that the Objector has met all the requisite conditions as required by law and has discharged the burden of proof required thus far and has not concealed any material facts.
12. The Objector/Applicant comes in good faith and thus the instant Application is merited and ought to be allowed.”

7. The parties subsequently filed written submissions.

8. For the Applicant, Submissions dated 25/3/2025 sought to demonstrate legal interest in the attached goods as follows:

- “7. The Objector has demonstrated legal and/or equitable interest in the attached assets by showing the following:
8. That by virtue of the Agreement dated ~ March 2023 and the consideration tendered thereof, the proclaimed/attached assets are wholly owned by the Objector therein and the Judgement Debtor has no interest in the property therein.
9. The Objector also provided evidence of payment of leasing charges being the consideration mandatory under contract law for the agreement to be binding. The agreement is sufficient proof of ownership.
10. Further the case of Chotabhai M. Patel v Chaprabhi Patel [1958] EA 743 the court distilled the following principles:
  - a) Where an objection is made to the attachment of any property attached in execution of a decree on the ground that such



property is not liable to attachment the court shall proceed to investigate the objection with the like power as regards examination of the Objector, and in all other respects as if he was party to the suit.

- b) The Objector shall adduce evidence to show that at the date of attachment he had some interest in the property attached.
- c) The question to be decided is, whether on the date of attachment, the Judgment Debtor or the Objector was in possession, or where the court is satisfied that the property was in the possession of the Objector, it must be found whether he held it on his own account or in trust for the Judgment Debtor. The sole question to be investigated is, thus, one of possession of, and some interest in the property.
- d) Questions of legal right and title are not relevant except so far as they may affect the decision as to whether the possession is on account of or in trust for the Judgment Debtor or some other person. To that extent the title may be part of the inquiry.

11. Your Lordship, we submit that the Objector has met the threshold set by the above principles and has discharged the burden of proof required thus far and as such, the instant Application is merited and ought to succeed.

12. Concomitantly, the Honorable Court in *Muyeiya tla Shisanya & Company Advocates v Makotsi* (Suing as the Legal Representatives of Jenipher Busolo Khaiya (Deceased) & another; *Anglo African Property Holdings Limited (Objector)* (Civil suit Eo06 of 2024) [2024] KEHC 14235(KLR) affirmed Justice Odunga ruling in *Dubai Bank (K) Ltd v Come-Cons Africa Ltd and Impak Holdings Co Ltd* [2012]eKLR which stated as follows:

“The court does not and cannot make a finding as to the ownership of the property the subject of the objection proceedings but simply decide whether or not the objector has interest legal or equitable in the attached property....”

13. The Judgement Debtor has no interest in the said property and are only in possession of the property by virtue of a to-year lease through the Movable Assets Operational Lease Agreement dated ;th March, 2023 annexed in our Application.

14. Additionally, The Objector/Applicant's equitable interest surpasses the Judgement Debtor's rights under the lease. It is evident from the Decree Holder/Respondent's response that the Objector/ Applicant's rights were overlooked or improperly disregarded in the attachment proceedings.”

9. For the Respondent, Submissions dated 29/4/2025 urged that the Objector applicant had not discharged the burden in objection proceedings as follows:

“Your Lordship, who bear the burden of proof with regards to objection proceedings?



The Decree Holder/Respondent herein submits that the burden of proof as regards the objection proceedings lies squarely on the Objector to establish her legal or equitable interest in the property or properties which form part of the attached assets in satisfaction of the decree issued herein, This was the decision of Justice P. Nyamweya in *Duncan Kabui vs Samuel Bede Ogembo & Rhoda Kaschana Ogembo* (2014) eKLR and as reiterated in *Simba Colt Motors Ltd vs Lustman & Co* (1990) HCCC NO. 7290/2002 where it was held as follows:

"The purpose of Rule 57 is to provide the objector with an opportunity to establish his claim to the attached movable property. The rule casts the onus of proof on the objector to prove that the property belonged to him and not, as submitted before me, for the Decree Holder to prove that the property belonged to the judgment Debtor."

The Objector/Applicant herein has solely made reliance to the movable assets operational lease agreement dated 7th March, 2023 as evidence that the above listed attached assets belong to it and not the Judgment Debtor.

Your Lordship, a perusal of the attached lease agreement indicates that the word "asset" as used in the lease agreement means the movable assets, details of which are set out in Schedule 1 of the agreement.

Schedule 1 of the lease agreement reads as follows:

Schedule 1: The Assets:

This agreement relates to all movable assets held in the Seller's Offices as at 7th March, 2023 in the following locations:

- (a) Head Office at Chester House t» Floor Kionange Street, Nairobi
- (b) Westlands Branch The Mall t« Floor, Nairobi
- (c) Mombasa Nyali Centre Branch, Links Road, Mombasa
- (d) Thika Branch, Victory Plaza, 3rd Floor, Thika
- (e) Nyeri Branch, Kona Hauthi, 2"d Floor, Kanisa Road, Nyeri
- (j) Meru Branch, Police Sacco Building, 2"d Floor Next to Kobil Petrol Station, Meru
- (g) Nakuru Branch Ereto Plaza Building, 3rd Floor, Mburu Gichua Road, Nakuru
- (h) Kisii Branch, Magsons Plaza, t» Floor, Kisii
- (i) Eldoret Branch, Highlands Mall, t» Floor, Eldoret

From the above, and as stated in the agreement, No identifiable asset is listed under Schedule 1 marches with the assets proclaimed by the Decree Holder through its Auctioneers,

Ownership of a movable asset must be proved by production of a receipt and or document to show legal ownership of the said asset. For instance, it would have been proper if the Objector/ Applicant herein filed a receipt showing that it acquired the office printer and



at what cost and from where. The said receipt also has to bear the name of the Objector/ Applicant as the purchaser.

Unfortunately, the Objector herein has not provided any evidence to show that it indeed acquired and or purchased the proclaimed assets and later on decided to lease them to the Judgment Debtor. Further, the lease agreement provided by the Objector/ Applicant in support of its alleged claim to the proclaimed assets makes no single identification to the kind, nature and or otherwise the product, origin or brand of any of the assets proclaimed. The agreement is a general document meant to offer a blanket cover without any specific assets to guide and or help this Honourable Court identify and or single out an asset as belonging to the Objector/ Applicant herein as it alleges.

Therefore, it is the submissions of the Decree Holder/Respondent that the Objector/ Applicant herein has not discharged the onus of proving that the proclaimed assets legally and or otherwise, belong to it and urge this Honourable Court to so find and dismiss the Objector/Applicant's application with costs to the Decree Holder.”

10. Ruling was reserved.

### **Issue for determination**

11. The issue for determination is whether the objection proceedings should be allowed.

### **Determination**

12. The Court has considered the application.

13. At the outset, section 44 (1) (ii) of the *Civil Procedure Act* provides that:

“ 44. Property liable to attachment and sale in execution of a decree

(1) All property belonging to a judgment debtor, including property over which or over the profits of which he has a disposing power which he may exercise for his own benefit, whether that property is held in his name or in the name of another but on his behalf, shall be liable to attachment and sale in execution of a decree: Provided that the following shall not be liable to attachment or sale—

- (i) the necessary wearing apparel, cooking vessels, beds and bedding of the judgment-debtor and of his wife and children, and those personal ornaments from which, in accordance with religious usage, a woman cannot be parted;
- (ii) the tools and implements of a person necessary for the performance by him of his trade or profession;”

14. The Objector has not placed itself or the Judgment Debtor in the category protected under subsection (ii) of section 44(1) of the *Civil procedure Act* with sufficient particularity with regard to the particular items attached to demonstrate that the goods attached are necessary for the performance by him of his trade or profession by the judgment debtor.



15. The Objector’s interest in proclaimed goods. The Civil Procedure Rules Order 22 Rule 51 (1) requires the Objector to demonstrate legal or equitable interest in the attached goods as follows:

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

16. Although the decreeholder, in its Replying Affidavit, stresses the point of corporate separate entity See *Salomon v. Salomon*, supra, it is relevant in assessing the probabilities that the two companies share a company secretary, some directors and some shareholders, and although it is clear that the Objector and the Judgment debtor, are different legal entities, their relationship creates a situation where the allegation of ownership of the attached goods requires to dispel reasonable suspicion that the Objector may be seeking to help the judgment debtor avoid his just desserts, “whereby the judgment – debtor has been divested of the property in order to evade execution” in the words of Kuloba J. in *Precast Portal Structures* (infra).

17. This Court has recently considered an application for setting aside Proclamation on the ground of third-party ownership in “*Kerugoya Civil Appeal No E093 of 2024 Sokoni Mattress Ltd V. Bellamy Milling Company Limited and chador auctioneers*, (Spear Supermarket case) and said as follows:

43. “The burden of proof is on the Objector, under section 107 of the *Evidence Act*, as the person who desires the court to give judgment as to its ownership of the attached goods which is dependent on the existence of fact of ownership which it asserts and, in terms of section 108 of the Act, as the “person who would fail if no evidence at all were given on either side.”

44. I respectfully agree with the decision of Kuloba, J. in *Precast Portal Structures v Kenya Pencil Company Ltd & 2 others* [1993] KEHC 100 (KLR) relied on by the trial court in which remains salutary as follows:

“The burden is on the objector to prove and establish his right to have the attached property released from the attachment. On the evidential material before the Court, a release from attachment may be made if the Court is satisfied.

(1) that the property was not, when attached, held by the judgment-debtor for himself, or by some other person in trust for the judgment-debtor; or

(2) that the objector holds that property on his own account.

But where the Court is satisfied that the property was, at the time of attachment, held by the judgment – debtor as his own and not on account of any other person, or that it was held by some other person in trust for the judgment-debtor, or that ownership has changed whereby the judgment – debtor has been divested of the property in order to evade execution or the change is tainted with fraud, the Court shall dismiss the objection.”

45. The standard of proof in civil cases is on a balance of probabilities and cogent evidence is required the more serious the allegation. See *Re H (minors)* [1996] A.C. 563.”

18. In this case, the fact that the objector and the judgment debtor share directors, while separate legal entities on the principle of *Salomon v. Salomon* calls into question whether the Objector may not by



ruse of a lease of the goods attempt to avoid responsibility for attachment that may befall the Judgment Debtor. There is required cogent evidence to demonstrate that the property is indeed owned by the Objector company and leased to the judgment debtor.

19. As noted in the Spear Supermarket case

33. Section 116 of the *Evidence Act*, Cap. 80 of the Laws of Kenya, which provides as follows:

“116. Disproving ownership.

When the question is whether any person is owner of anything of which he is shown to be in possession, the burden of proving that he is not the owner is on the person who affirms that he is not the owner.”

20. I have respectfully noted the decision of the Court in *Muyeiya t/a Shisanya & Company Advocates v Makotsi* (Suing as the Legal Representatives of Jenipher Busolo Khaiya (Deceased) & another; Anglo African Property Holdings Limited (Objector) (Civil Suit E006 of 2024) [2024] KEHC 14235 (KLR) (15 November 2024) (Ruling), cited by the Objector/applicant, where the Court (Bett, J.) ruled that:

“9. The issue for determination by this Court therefore is whether the Objector has shown a legal or equitable interest in the proclaimed and attached properties to be entitled to the orders it seeks.

10. It is notable that the Objector, in support of its claim, has annexed a Lease Agreement dated 7th March, 2023 as well as invoices and receipts pertaining the subject property.

11. Faced with a similar claim *Odunga J, in Dubai Bank (K) Ltd v Come-Cons Africa Ltd and Impak Holdings Co Ltd*. held as follows:-

“Although the law is that in the objection proceedings, the court does not and cannot make a finding as to the ownership of the property the subject of the objection proceedings but simply decide whether or not the objector has interest legal or equitable in the attached property, it is equally true that the onus of proof in objection proceedings is on the objector to establish ownership see *Chatabhai M. Patel & Another HCCC NO. 544 OF 1957 (Lewis) on 8/12/58 HCU (1958) 743.*”

12. Back to the instant matter, it is discernible from the Movable Assets Operational Lease Agreement dated and the Schedule thereto that the title to all the movable property comprised in several buildings let to the 1st Respondent is vested in the Objector.

13. It cannot thus be gainsaid that the Objector has established a legal interest in the attached property. I also note that the Plaintiff/Respondent has not submitted any evidence to controvert the Objector’s claims.”

21. It is accepted that the objector must prove ownership of the property of the attached goods as observed in *Dubai Bank (K) Ltd v Come-Cons Africa Ltd and Impak Holdings Co Ltd*.by *Odunga, J.* as he then was. See also *Nyamweya J.* as she then was in *Duncan Kabui v Samuel Bede Ogembo & another* [2014] KEELC 458 (KLR), citing *Waki, J.* (as he then was) in *Simba Colt Motors Ltd vs Lustman & Co.* (1990), HCCC No. 729 of 2002, *supra*.



22. In Muyeiya, supra, it would appear the Objector had attached invoices and receipts on the property, and the decision is different on its facts. It did not, however, decide that the lease document was proof of ownership.
23. In the present case, the only evidence of ownership of the property subject of the attachment is the lease of movable property lying in all the offices of the judgment debtor without any evidence of the acquisition and ownership of the property.
24. On a balance of probabilities, given the relationship between the Objector and the Judgment debtor, the court is not persuaded as being more likely than not that the attached goods are the property of the Objector/applicant and not an arrangement put in place to frustrate decreeholders who obtain judgment against the judgment debtor insurance company as suggested by the Decreeholder's case.
25. In the circumstance of this case, the lease of the property is empty when not accompanied by evidence of ownership of the leased property.

## **ORDERS**

26. Accordingly, for the reasons set out above, this court finds the application dated 7/2/2025 is not merited and it is dismissed.
27. The Court in discretion grants stay of execution for 14 days only, for the judgment debtor to make arrangement to pay the decretal amounts, in default of which on expiry of said period the attachment may proceed.
28. The Orders shall apply to the other files in the series namely Miscellaneous Civil case Nos. E044, E047, E049 and E050 of 2023 between the same parties.
29. Costs in the Cause.  
Order accordingly.

**DATED AND DELIVERED THIS 3<sup>RD</sup> DAY OF SEPTEMBER 2025.**

**EDWARD M. MURIITHI**

**JUDGE**

Appearances:

M/S Njoroge/ Samson Munene & Co. for the Objector Applicant.

M/S Ngaywa & Kibet Partners LLP for plaintiff.

Mr. Ontegi for Decree holder

No Appearance for Judgment Debtor

