

REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA
AT MOMBASA
IN THE COMMERCIAL AND ADMIRALTY DIVISION
ADMIRALTY CAUSE No. 2 OF 1998

THE OWNERS, MASTERS, AND CREW OF THE
MOTOR TUGS 'BARBARA' AND 'STEVE B' PLAINTIFFS

-VERSUS-

THE OWNERS AND MASTERS OF THE
MOTOR VESSEL 'JOEY' 1ST DEFENDANT

THE OWNERS OF THE CARGO OF THE
LADEN ABOARD MOTOR VESSEL 'JOEY' 2ND DEFENDANT

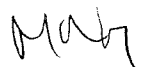
RULING

1. There are two applications before this Court. The first one is the plaintiffs' Amended Notice of Motion dated 2nd October, 2019. It seeks the following orders-
 - a) That this Honorable Court be pleased to strike out the second defendant's Amended Defence dated 26th August, 2019 and filed herein on the 27th August, 2019; and
 - b) That the costs of this application be provided for.
2. The second application is dated 29th October, 2019 where the 1st defendant seeks the following orders-
 - a) That this Court be pleased to strike out paragraphs 13, 14, 15, 16, 17, 18 and prayer (b) (the 'said paragraphs and prayers) of the 2nd defendant's defence amended on 26th August 2019;

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- b) That this Honorable Court be pleased to strike out and/or expunge from the Court record the 2nd defendant's Notice of Indemnity and Contribution dated 26th August, 2019; and
 - c) The costs of this application be provided for.
3. The Admiralty cause herein was filed over two decades ago and it is pertinent to provide a brief background. It was instituted on 4th August, 1998 by way of a Writ of Summons against the 1st defendant. The plaintiffs claim remuneration for salvage rendered by the owners, masters, and crew of the Motor Tugs 'Barbara' and 'Steve B'. This being an admiralty action *in rem* against the motor vessel 'Joey', the Writ was accompanied by an Affidavit to Lead Warrant of Arrest against MV Joey. She was subsequently arrested pending the determination of the plaintiffs' claim. On 11th August, 1998, vide a Notice of Motion Application, the 1st defendant sought *inter alia*, orders that the Warrant of Arrest issued be set aside for lack of jurisdiction.
 4. In the affidavit in support of the application, it was deposed that it was realized that the cargo on board MV Joey belonged to a third party who at that time was not a party to the cause. Consequently, the plaintiffs, with leave of the Court filed their Amended Writ of Summons dated 26th August, 1998 to implead the owners of the cargo (the 2nd defendant). Pursuant to leave granted on 14th September 1998, the plaintiffs filed their Further Amended Writ of Summons adding four substantive claims.
 5. Pursuant to the application challenging the jurisdiction of the High Court in Kenya, Waki J. (as he then was) on 10th August, 2000 found that the High Court of Kenya has jurisdiction to hear and determine the plaintiffs' claim. Aggrieved with that decision, the 1st defendant appealed to the Court of Appeal, which on 27th April, 2007 upheld the High Court's ruling and dismissed the application. There was no stay of proceedings while the Court of Appeal was determining the aforementioned appeal.

6. In the High Court, the parties filed several interlocutory applications and Preliminary Objections but the same were not heard and determined. The plaintiffs on 10th March, 2011 filed an application for leave to amend the Statement of Claim by striking out the name Murri International Salvage Operation Co. Limited (which had described itself as the owner of the two tugs "Barbara" and "Steve B") and to replace it with Imperial Maritime Co-operation of Liberia. There were Notices of Preliminary Objection dated 19th September, 2011 and 22nd September, 2011. On 28th May, 2011, the plaintiffs filed an application to strike out the 1st defendant's defence dated 16th October, 2007. On 1st July, 2011, the 1st defendant filed an application dated 30th June, 2011 for *inter alia*, leave to lodge a further Acknowledgement of Service.
7. The plaintiffs filed an application dated 18 May, 2011, seeking judgment against the 2nd defendant in default of filing their Acknowledgment of Service. The Court allowed the application on 25th October, 2011. On 22nd February 2012, the 2nd defendant sought *inter alia*, orders to set aside the abovementioned judgment and extension of time to file its defence. The plaintiffs also filed another application dated 23 March, 2012, seeking to set aside the judgment they had obtained against the 2nd defendant.
8. On 26th February, 2015 Judge Kasango entered judgment against the 2nd defendant in the sum of USD 492,500 plus interest thereon in default of the filing of an Acknowledgment of Service. On 30th June 2015, the 2nd defendant filed an application seeking *inter alia*, orders to set aside and review the judgment delivered on 26th February, 2015 and orders to hear and determine the plaintiffs' application dated 23rd March, 2012. The plaintiffs also filed their application dated 15th July, 2015 seeking *inter alia*, orders to set aside the orders dated 26th June, 2015. These two applications were heard by Judge P.J. Otieno. He delivered a ruling on 24th February, 2017 and set aside the aforementioned judgment. The pending



applications were kept in abeyance until the application for substitution was determined.

9. By a consent letter dated 27th June, 2017 and filed in Court on 17th July, 2017, the parties withdrew all the pending interlocutory applications and Notices of Preliminary Objection. By dint of the said consent, defendants were to file fresh Acknowledgement of Service within 10 days, the plaintiffs were to file a fresh Statement of Claim within 14 days from the date of service of the fresh Acknowledgement of Service, the defendants were to file their statements of defence within 14 days after service of the Statement of Claim and the plaintiffs were to file its reply to the defence within 14 days of the date of service of the defence. The pre-trial conference was to be done soon thereafter.
10. The first application is premised on the grounds that the 2nd defendant failed to file a valid Acknowledgement of Service hence the Amended defence filed on 27th August, 2019 is a nullity, incompetent for not being made under a valid statement of truth, that it was filed without leave of the Court, that it is an abuse of the Court process, and that it is against the consent orders dated 18th July, 2017. The application was supported by an affidavit sworn by Mr. Ushwin Khanna, learned Counsel for the plaintiffs. The deponent deposed that contrary to the consent agreement entered into by the parties, the 2nd defendant instead of filing a fresh Acknowledgment of Service as agreed on 18th July, 2017, filed an Acknowledgment of Service of the Writ of Summons and a Further Amended Writ of Summons which was identical to the earlier Acknowledgment of Service dated 19th May, 2011, wherein the 2nd defendant gave Notice of its intention to defend the claim set out in the Amended Writ of Summons and the Further Amended Writ of Summons as well as a Notice of intention to contest jurisdiction. Mr. Khanna deposed that the 2nd defendant failed to contest the jurisdiction of this Court within the time or at all, as intended.

11. He deposed that the 2nd defendant filed its defence on 15th August, 2017 and according to him, the 2nd defendant took steps in the proceedings and thereby submitted to this Court's jurisdiction. He deposed that the 2nd defendant without leave of the Court filed its Amended Defence on 27th August, 2019 and served it to the plaintiffs' Counsel who received it under protest on 10th September, 2019. Mr. Khanna further deposed that by giving Notice to contest this Court's jurisdiction, the 2nd defendant was required to file an Application Notice within 14 days to contest jurisdiction and failing to do that, it was incumbent upon it file fresh Acknowledgment of Service giving Notice of its intention to defend all of the claim, hence the Acknowledgment of Service dated 10th July, 2017 and filed on 21st July, 2017 expired on or about 8th August, 2017 and is no longer valid.
12. Mr. Khanna deposed that having failed to file a fresh Acknowledgment of Service, the Amended Defence filed without leave of the Court is a nullity and an abuse of the process of the Court. He also deposed that by filing a defence and an Amended Defence without having filed a fresh Acknowledgment of Service, the 2nd defendant was in breach of the expressed terms of the consent order.
13. The 2nd defendant opposed the application vide a replying affidavit sworn by Mr. Kinyua Kamundi, the 2nd defendant's Counsel. He deposed that the Counsel for the 1st defendant, Ms Daly & Inamdar Advocates wrote to Counsel for the plaintiff, Ms Anjarwalla & Khanna Advocates on 29th September, 2011 forwarding a proposal on how to deal with the pending applications and in response, the plaintiffs' Counsel agreed to the said proposal and copied the letter to the deponent who in response was also agreeable and added a few terms that would be of interest to the 2nd defendant. This was agreeable to all the Counsel, and that is how the consent order was arrived at.

14. The deponent deposed that the 2nd defendant had filed an initial Acknowledgment of Service challenging jurisdiction and had filed an Application Notice to strike out the claim as it was time barred. He further claimed that it was Mr. Khanna who enlarged the consent to say that all matters that were the subject of the Notices of Preliminary Objection and the applications including the issue on jurisdiction may be raised in the defence, hence the first application by the plaintiffs is an attempt to vary and set aside a consent order.
15. The deponent also deposed that he filed and served the 2nd defendant's defence to the plaintiff's Counsel, who responded vide a reply to defence on 27th August, 2017. He deposed that according to that reply, Mr. Khanna had addressed the question of time bar and jurisdiction thus, the 2nd defendant's defence is not premature because they had already responded to it. He further added that the 2nd defendant's defence raises other defences and is not merely limited to the time bar, and it is therefore, mischievous for the plaintiff to apply to strike out the entire defence merely because the question of time bar has not been decided separately.
16. The second application is premised on the grounds that the 2nd defendant filed its Amended Statement of Defence to include a claim for indemnity and contribution without leave of the Court and that the said pleadings are time barred. It is also averred that the claim for indemnity and contribution against the 1st defendant is irreparably prejudicial as the 2nd defendant was duty bound to institute its claim for indemnity and contribution with diligence. Lastly, it was stated that the inordinate delay is highly prejudicial to the plaintiffs' case and its right to properly defend the said claim for indemnity and contribution.
17. The application is supported by the affidavit of Samir Inamdar, the 1st defendant's Counsel. He deposed that on 24th July, 2019, the 2nd defendant's Advocate on record made an oral application to be allowed to

file a Notice of Indemnity and Contribution against the 1st defendant, but there were no orders given by this Court with respect to the said oral application. It was averred that despite the foregoing, the 2nd defendant filed its Amended Statement of Defence dated 27th August, 2019 to include a claim for indemnity and contribution against the 1st defendant, without leave of the Court. He stated that the said Notice is time barred.

18. Mr. Inamdar deposed that the amendment in the 2nd defendant's Statement of Defence and Notice of Indemnity and Contribution is premised on the sea worthiness of the Motor Tanker Joey and/or negligence of its Master and is irreparably prejudicial to the 1st defendant, as significant time has passed since this cause arose and it would be extremely difficult for the 1st defendant to successfully trace its witnesses and even where such witnesses were to be traced, it would be difficult to obtain any meaningful testimonies due to lapse of memory of the said witnesses as regards to the events that occasioned the 2nd defendant's claim for indemnity and contribution, and/or trace the documents necessary for it to defend itself against the said claim.

Submissions

Plaintiffs' Submissions

19. Mr. Khanna, learned Counsel for the plaintiffs filed three sets of submissions. One is dated 7th June 2019, the second is dated 2nd December 2019, and the third one in response to the 2nd defendant's submissions is dated 29th January, 2020.

20. In his submissions, he reiterated the contents of the grounds on the face of the application and his supporting affidavit. He then submitted that the 2nd defendant had not given any reason for its failure to comply with the consent order nor had the 2nd defendant referred to any law in opposition to the orders sought in the first application. He submitted that the 2nd defendant cannot give notice of its intention to contest jurisdiction by

applying to contest the same by way of a defence. He submitted that it is mandatory that such jurisdiction be contested through the filing of an Application Notice within the prescribed time. He contended that in filing its defence the 2nd defendant had submitted to this Court's jurisdiction.

21. He referred to Section A-Civil Procedure Rules, 1998, paras-3, 4(2)(c) and submitted that it relates to the Court's powers to strike out a Statement of Case including a defence on the grounds that there has been a failure, *inter alia*, to comply with a rule, practice direction or Court orders. He submitted that the aforementioned provisions may render a defence to be struck out if it discloses no reasonable grounds for defending the claim and if it is an abuse of the Court's process or it is otherwise likely to obstruct the just disposal of the proceedings and there has been a failure to comply with a rule, practice direction or Court order. He also submitted that the procedure for disputing the Court's jurisdiction is set out in Para II(1)(a) and (b), sub-para (2), sub-para (4)(a) and (b) and sub-para 5, sub-para 7(a), (b) and (c), sub-para 8, and para 11.i.i.

1st defendant's submissions

22. Mr. Kinuthia, Learned Counsel for the 1st defendant submitted first on whether the 2nd defendant's claim for indemnity and contribution is time barred. He referred to Section 1(1) and Section 10 of the English Civil Liability (Contribution) Act 1978 and Part 20.6 of the English Civil Procedure Rules 2010. He then submitted that the right to make a claim for indemnity and contribution against another defendant accrues from the time a defendant files an Acknowledgment of Service or a defence. He stated that the 2nd defendant filed its Acknowledgment of Service on 21st July 2017 and its original statement of defence on 15th August 2017, while the Notice of Indemnity and Contribution was filed on 27th August, 2019, over two years after filing its Acknowledgment of Service and the original statement of defence. He submitted that this is time barred under Section

10(1) of the Limitation Act. Counsel submitted that the policy and principle of time-bar in statutes of limitation express three reasons; that long dormant claims have more of cruelty than justice in them; that a defendant might have lost the evidence to disapprove a stale claim; and that persons with a good cause of action should pursue them with reasonable diligence.

23. Mr. Kinuthia submitted that the 2nd defendant was required to seek leave of the Court prior to filing its claim for indemnity or contribution. He submitted that the Notice of Indemnity and Contribution ought to be expunged from the Court's record as it was filed without leave of the Court. He referred the Court to Part 20.6.6 (a)(i) and (b) of the English Civil Procedure Rules and submitted that the said Notice of Indemnity and Contribution was not filed in the prescribed form, it was not filed and served together with the defence, and there was no leave of the Court as set out in Practice Direction 20 PD.2 of the CPR.
24. He added that Part 20.6 (1)(a) CPR does not recognize the institution of such claims for contribution and indemnity by way of amendment to a defence. He submitted that on 24th July, 2019, the 2nd defendant made an oral application for leave to institute its claim by way of amending the defence but the Court did not allow the application. Mr. Kinuthia cited the case of **Squire vs. Squire** (1972) 1 ALL ER 891, CA and submitted that the Court of Appeal held that when a claimant is given leave to amend his statement of claim, the defendant is not entitled in the absence of expressed leave to also amend its pleadings. He submitted that the amendments to the 2nd defendant's defence in respect of introducing a claim for indemnity and contribution against the 1st defendant have nothing to do with any consequential amendments to the claimants Statement of Claim, and accordingly, there is no basis to permit these particular amendments.

2nd defendant's submissions

25. Mr. Kinyua, learned Counsel for the 2nd defendant filed two sets of written submissions. The first is dated 23rd July, 2019 and the second one is dated 9th December, 2019.
26. In his submissions, he reiterated the contents of his replying affidavit and stated that what Mr. Khanna meant in clause (1) of the consent agreement was that the 2nd defendant was at liberty to raise the issues of time bar and jurisdiction in its defence without having to file an application. He submitted that he complied with the consent agreement by filing the defence after being served with the Statement of Claim. He submitted that when he drafted the distinct and sequential conditions for the draft consent, his intention was to avoid wastage of time and resources and to force the plaintiffs to get on with their claim including the issue of the claim having been filed within time.
27. Mr. Kinyua contended that the 2nd defendant had not submitted to the Court's jurisdiction and submitted that Mr. Khanna inserted in the consent agreement that the applications be withdrawn and issues be raised in the defence or Statement of Claim. He further submitted that there was no failure on the part of the 2nd defendant to comply with the rules of procedure and there was no reason for Mr. Khanna to go against the consent or set aside the said consent.
28. On the issue of his claim for indemnity being time barred, he submitted that this is an issue to be determined at full trial and in case the plaintiffs' claim against the 2nd defendant is dismissed with costs, then the 1st defendant will have nothing to contribute to or to indemnify. He submitted that the 2nd defendant's right to be heard on the Notice of Contribution and Indemnity is meant to address a straightforward issue which is that the 2nd defendant placed its cargo on board the 1st defendant's vessel and was in full control thereafter.

29. He further submitted that the 2nd defendant pursuant to the consent agreement filed a fresh Acknowledgment of Service and soon thereafter filed its defence hence, there was no delay as the defence was filed within 14 days and not 20 years. Mr. Kinyua deposed that the 2nd defendant could not raise the issue of indemnity and contribution in a claim which had not been served and in which it did not participate in until more than 12 years after the claim was commenced, hence, there was no indolence on the part of the 2nd defendant.

ANALYSIS AND DETERMINATION

The issue to be determined is whether the 2nd defendant's Amended Defence and Notice of Indemnity and Contribution should be struck out for not complying with the Civil Procedure Rules and Practice Directions of England.

30. I have considered the pleadings and the submissions by Counsel for the parties. This Court has relied on the written submissions filed by Counsel for the parties as they are more detailed than the oral highlights made in Court.

31. The 2nd defendant by filing its Notice of Indemnity and Contribution intended to bring a cross-claim against the 1st defendant in this cause and this is what led to the filing of its Amended Defence where it sought prayers against the 1st defendant. Part 20 of the Civil Procedure Rules and Practice Directions of England (CPR-England) gives directions of how a party to a suit can bring an additional claim other than the claim brought by the claimant. Part 20.6 CPR-England stipulates how a defendant can file an additional claim for contribution or indemnity from another party who is already a party to the suit. It states as follows-

“(1) A defendant who has filed an acknowledgement of service or a defence may make an additional claim for contribution or

indemnity against a person who is already a party to the proceedings by –

(a) filing a notice containing a statement of the nature and grounds of his additional claim; and

(b) serving the notice on that party.

(2) A defendant may file and serve a notice under this rule –

(a) without the court's permission, if he files and serves it –

(i) with his defence; or

(ii) if his additional claim for contribution or indemnity is against a party added to the claim later, within 28 days after that party files his defence; or

(b) at any other time with the court's permission.” (emphasis added).

32. Part 20.7 CPR-England further sets out the procedure for filing an additional claim. It provides that a defendant can only file his/its additional claim without leave of the Court only when the additional claim is filed before or at the time of filing the defence and when this is not done, leave of the Court must be sought before filing the said additional claim. Part 20.7 (3) - (5) is drawn as follows-

“(3) A defendant may make an additional claim –

(a) without the court's permission if the additional claim is issued before or at the same time as he files his defence;

(b) at any other time with the court's permission.

(Rule 15.4 sets out the period for filing a defence).

(4) Particulars of an additional claim must be contained in or served with the additional claim.

(5) An application for permission to make an additional claim may be made without notice, unless the court directs otherwise.”

(emphasis added).

33. From the aforementioned provisions, the 2nd defendant had the option of filing its Notice of Indemnity and Contribution without leave of the Court only if it had filed the said Notice together with its statement of defence. The 2nd defendant's defence was filed on 15th August, 2017 while the Notice of Indemnity and Contribution was filed on 27th August, 2019. The defendant could still have filed its Notice of Indemnity and Contribution at any time, but with the Court's permission. This was not done.

34. Part 17 CPR-England provides for the amendment of Statement of Case which includes a Claim Form, particulars of claim, a defence, a Part 20 claim, a reply to a defence and any further information provided in relation to the said documents. (See Part 2.3(1) CPR-England). Part 17.1 provides that a Statement of Case can be amended at any time before service; and if it has already been served, then the amendment should be done only with the written consent of all the other parties, or with the permission of the Court. Part 17.2 gives the Court powers to disallow the amendments if Part 17.1 has not been complied with. The said provisions are drawn as follows-

“(1) A party may amend his statement of case at any time before it has been served on any other party.

(2) If his statement of case has been served, a party may amend it only –

(a) with the written consent of all the other parties; or

(b) with the permission of the court.

(3) If a statement of case has been served, an application to amend it by removing, adding or substituting a party must be made in accordance with rule 19.4.

(Part 22 requires amendments to a statement of case to be verified by a statement of truth unless the court orders otherwise)

Part 17.2

(1) If a party has amended his statement of case where permission of the court was not required, the court may disallow the amendment.

(2) A party may apply to the court for an order under paragraph (1) within 14 days of service of a copy of the amended statement of case on him.”

35. The 2nd defendant filed its Amended Defence without consent of the parties or leave of the Court. This Court has full discretion to expunge the said pleading from the Court record if the applications herein are found to be meritorious.

36. The Counsel for 1st defendant submitted that even if the 2nd defendant had sought leave of the Court before filing its amended defence and filing its Notice of Indemnity and Contribution, the limitation period had already caught up with the 2nd defendant. Section 35 of the England’s Limitation Act, 1980 provides that any new claim brought in the cause of any action shall be deemed to be a separate action and it is treated as having commenced on one of two possible dates. In the case of a new claim made in or by way of third party proceedings, on the actual date those third party proceedings are commenced; and in the case of any other new claim, on the same date as the original action. Section 35(1) and (2) is drawn as follows-

“For the purposes of this Act, any new claim made in the course of any action shall be deemed to be a separate action and to have been commenced—

(a) in the case of a new claim made in or by way of third party proceedings, on the date on which those proceedings were commenced; and

(b) in the case of any other new claim, on the same date as the original action.

(2) In this section a new claim means any claim by way of set-off or counterclaim, and any claim involving either—

(a) the addition or substitution of a new cause of action; or

(b) the addition or substitution of a new party;

and “third party proceedings” means any proceedings brought in the course of any action by any party to the action against a person not previously a party to the action, other than proceedings brought by joining any such person as defendant to any claim already made in the original action by the party bringing the proceedings.

37. Section 35(3) of the Limitation Act, 1980 of England provides that no new claim can be made in the course of any action after the expiry of the limitation period which would affect an action to enforce that claim except an original set-off or counter-claim. Therefore, Section 35(3) allows certain new claims to be brought after the expiry of the limitation period, provided that the limitation period for the new claim had not expired as at the time when the original Claim Form was issued. Such new claims are then deemed to have commenced on the same date as the original action and therefore, assuming the original action was brought within the relevant limitation period for that new claim, such new claims will also be within the limitation period. However, such new claims have to comply with the provisions of the CPR-England, and in this case Part 17. This is the doctrine of relation back.

38. It must be noted that Courts have the discretion to use or not to use the relation back doctrine. This was decided in the English case of **Mastercard Inc & others v Deutsche Bank AG & others** [2017] EWCA Civ 272. In

that case the appeal arose from a decision by the Trial Court to give the claimants permission to amend their Claim Form and Particulars of Claim to introduce a new claim, which was to be deemed for limitation purposes to have been commenced on the dates when the respective sets of proceedings were commenced by the claimants under the principle of relation back set out in Section 35(1)(b) of the Limitation Act, 1980. In the said case, the claimants' application for permission to amend was made pursuant to CPR Part 17.4. The Trial Court held that the new claim arose out of the same facts or substantially the same facts as claims already made by the claimants in the proceedings within CPR Part 17.4(2), so as to justify the grant of permission for the amendment with the benefit of the doctrine of relation back. Sales LJ held that the Court can permit an amendment on terms that, for limitation purposes, it should not date back to the date of issue of the Claim Form as provided for by Section 35(1) Limitation Act, 1980 but should take effect from some later date. Sales LJ noted that this was the approach adopted by Field J. in **William Morrison v MasterCard** [2013] EWHC 3271 (Comm) to avoid the necessity of the claimants having to commence a new claim with the resultant waste of costs, where he had found that the new claim did not arise out of the same or substantially the same facts. Sales LJ found that this result could be achieved either by the Court refusing permission for an amendment unless the new pleaded claim pleads the new cause of action only from that date, or by the Court making an order stipulating the relevant date for limitation purposes.

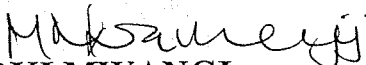
39. Whichever way the Court looks at this matter, the 2nd defendant on its own motion and without reference to the Court filed an Amended Defence and Notice of Indemnity and Contribution without leave of the Court. If leave had been sought, the issue of time bar would have been considered. This Court at this point in time cannot consider the doctrine of relation back because it would be prejudicial to the 1st defendant due to the passage of

time. In the upshot, the two applications herein must succeed. The 2nd defendant's Amended Defence and Notice of Indemnity and Contribution as filed are hereby struck out and expunged from the Court's record.

40. I must agree with Mr. Inamdar's deposition that significant time has passed to gather documentary evidence or trace witnesses whose memory of the events that led to the salvage might be faint. The 2nd defendant was joined to the claim herein decades ago. If it intended to file its cross-claim, it could have done that at the time of filing its initial defence. The action by the 2nd defendant seems to be an afterthought and this being an old case, it would be in the interest of justice and parties alike for this matter to be disposed of as expeditiously as possible. Costs of the two applications shall be in the cause.

It is so ordered.

DATED, SIGNED and DELIVERED at MOMBASA on this 16th day of December, 2022. Ruling delivered through Microsoft Teams Online Platform.


NJOKI MWANGI

JUDGE

In the presence of-

No appearance for the plaintiff

No appearance for the 1st defendant

Mr. Kinyua Kamundi for the 2nd defendant

Mr. Andrew Mwambanga - Court Assistant.