



REPUBLIC OF KENYA



**Mwangi v Kiambu County Government (Civil Appeal E004 of 2022)  
[2023] KEHC 2980 (KLR) (31 March 2023) (Judgment)**

Neutral citation: [2023] KEHC 2980 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT KIAMBU  
CIVIL APPEAL E004 OF 2022  
LN MUGAMBI, J  
MARCH 31, 2023**

**BETWEEN**

**PATRICK GACHOKA MWANGI ..... APPELLANT**

**AND**

**KIAMBU COUNTY GOVERNMENT ..... RESPONDENT**

*(Being an appeal from the judgment and decree of Hon. Valerie Emelda Ogutu  
(RM) delivered on 25th November 2021 in Thika CMCC No. 141 of 2019)*

**JUDGMENT**

1. This appeal arises from a suit from a suit initiated in the lower court by the Appellant (plaintiff in the trial court) through a plaint on 12/6/2019.
2. The Appellant's claim arose from clamping of his motor vehicle KBQ 438E by the Respondent's staff/agents on 7/4/2017.
3. He averred that clamping was occasioned by the negligence of the Respondent agents, in the alternative, breach of implied contract since he had already paid for the daily parking fees to the Respondent thus granting him parking rights within the Respondent's jurisdiction without disruption for the day. He particularized the allegations of negligence and/or breach of implied contract as against the Respondent in the plaint.
4. As a result of the actions, he averred that he suffered both financial, psychological and emotional stress and prayed for judgment against the Respondent for:
  - a) Special damages of Kshs 11,560/-
  - b) general damages for pain and suffering
  - c) lost business



- d) Costs of this suit and interests on all the prayers.
5. The Respondent filed its defence dated July 11, 2019 and filed on July 12, 2019 and denied all the allegations in the plaint. It averred that it is within its specified duty set out by the law to collect parking fees within all designated County parking areas and failure to comply with the law relevant ramifications shall apply.
6. The hearing of the matter commenced on 25/2/2021 with the plaintiff calling two witnesses, the appellant himself and John Njoroge. The Respondent did not call any witnesses. In dismissing the claim, the trial court held as follows:
- “From the evidence presented therefore, there is no evidence that the plaintiff paid the defendants money for parking and his car clamped at the time when he had paid the said parking fees. The court cannot rely on a receipt whose content it could not see at all. Consequently, I find the plaintiff has not proven its case on a balance of probabilities and the suit is dismissed with no orders as to costs.”
7. Aggrieved by the judgment of the lower court, the Appellant filed this appeal and listed the following grounds on his Memorandum of Appeal;
- a That the learned trial magistrate erred in law and fact by giving more weight to unsubstantiated statements in the defence while ignoring plaintiff’s oral and written testimony which was uncontroverted.
  - b That the learned trial magistrate erred in law and in fact when she made a finding that the only piece of evidence before relating to the transaction between the plaintiff and the defendant was a parking receipt yet there was a testimony of the plaintiff placed before her which testimony remains uncontroverted to date.
  - c That the learned trial magistrate erred in law and in fact when without giving reasons she refused to follow a persuading decision from the High Court or even comment whether such a decision was applicable in the present case.
  - d That the learned trial magistrate erred in law and fact when she correctly espoused the standard of proof in civil matters but then turned and required a higher standard of proof as related to the matter before her.
  - e That the learned trial magistrate erred in law and fact when she failed to make an award as to what amount of general damages she would have given had she not dismissed the plaintiff’s case.
  - f That the learned trial magistrate erred in law and fact when she completely failed to make a finding whether or not plaintiff was entitled to general damages and/or lost business yet these prayers were placed before her.
8. The appellant prayed that the judgment of the lower delivered on November 25, 2021 be overturned and judgment entered in favour of the appellant and that this court assesses damages payable to the appellant to the tune of Kshs 500,000/= . He prayed that he be awarded costs of this appeal.
9. Directions were taken that the appeal be dispensed with by way of written submissions.



## Appellant's Submissions

10. The Appellant filed his submissions on August 24, 2022. In grounds 1, 2 and 3, he submitted that it is not true that the only piece of evidence before the trial court as regards the time of payment was the receipt issued for the parking fee unless the trial magistrate was saying that the plaintiff was lying when he orally testified as to the time he paid for the parking fee. It was his humble submission that if indeed the appellant had not paid the Kshs 60/= in time then the respondent did not have to issue this receipt and all they needed to do at the time of removing the clamp was to issue one single receipt of Kshs 1560/=. He cited the decision in Nairobi Civil Appeal no 676 of 2002 *Uneek Electrical Company Limited v Joseph Fanuel Alela*.
11. On ground number 4, he submitted that on a balance of probabilities he had proved that he paid the parking fee in time and the refusal to unclamp his car by the respondent's agents which resulted to huge financial losses to him was unreasonable, unnecessary and malicious.
12. On ground number 5 and 6, the appellant submitted that it is now trite practice that where a party has placed a prayer before the court, then the court must pronounce itself on such a prayer whether it finds for or against the party so pleading. He stated that it was disturbing that the trial court did not address itself to the issue of special damages incurred by the appellant as a result of the unlawful clamping. He referred this court to the following decisions; Civil Appeal No 33 of 2011 *Henry Binya Oyala V Sabera O Itira*, Civil Appeal No 34 of 2002 *Samuel Mukunya Kamunge V John Mwangi Kamuru*.
13. He requested for damages as follows; special damages at Kshs 11,560/=:, lost business at Kshs 500,000/= and general damages at Kshs 500,000/=:.

## Respondent's Submissions

14. The Respondent filed its submissions on September 1, 2022 and submitted that during trial; all the witnesses brought before court stated during cross-examination that they were aware of the process of payment of parking fees and if receipt is issued, it should be displayed in full view for agents of the respondent to be able to identify the same. It was its submission that the standard of proof in civil cases is on a balance of probabilities and cited Section 107 and 108 of the *Evidence Act*.
15. It submitted that if the appellant had paid the Kshs 60 and was issued with a receipt on said date producing it as evidence was not an issue but the receipt he had produced was faded and nothing including the amount was visible. It stated that the appellant sought to justify the reason the parking ticket was faded by citing the passage of time yet the second receipt produced as evidence was visible and proved the payment made to remove the clamping. Without the parking payment receipt then the probability of non-payment of parking fees in the first place was quite possible hence the requirement for payment of fees to remove the clamp. It cited the Court of Appeal decision in *Jennifer Nyambura Kamau v Humphrey Mbaka Nandi*[2013] eKLR.
16. It submitted that during trial, the appellant brought out statement of loss of business, a statement that was only supported by the oral testimony relating to events of said date without documents in support of their statement. It submitted that there was neither negligence, malice nor breach of contract on their part or its agents and prayed that the appeal be dismissed with costs to them.
17. Having read and considered the submissions together with the memorandum and record of appeal and the law applicable, I opine that these are the issues that come up for determination in this appeal;
  - a. Whether the appellant paid the daily parking fee of Kshs 60/= to the Respondent on the material day as alleged.



- b. Whether his motor-vehicle was clamped despite the alleged payment, and if a & b be in the affirmative, if was charged further fees unnecessarily.
  - c. Whether as a result of Respondent Agents conduct towards the appellant, he suffered emotional and psychological stress of which general damages are recoverable?
  - d. Whether the claim for lost business was proved.
  - e. Who should pay costs of this appeal?
18. This being a first appeal, it is by way of a retrial and this court, as the first appellate court, has a duty to re-evaluate and re-consider the evidence afresh and draw its own conclusions on it. The court should however bear in mind that it did not see the witnesses as they testified and give due allowance for that. (see *Selle v Associated Motor Boat Co Ltd & Others* [1968] EA 123).
19. In *Nkuba v Nyamiro* [1983] KLR 403, the same court stated:
- A court on appeal will not normally interfere with the finding of fact by a trial court unless it is based on no evidence, or on a misapprehension of the evidence, or the judge is shown demonstrably to have acted on wrong principles in reaching his conclusion.
20. The appellant pleaded that he paid the parking fee of Kshs 60/= when he parked his motor vehicle registration number KBQ 438E in Thika Town and displayed it on top of the dashboard of the car just below the window screen and said the parking fee was paid at 0902hrs. Nevertheless, his motor vehicle was clamped and on inquiry he was informed that his case is one where the supervisor may have failed to notice the parking fee receipt. He was however forced to pay the unclamping fees despite his explanation to the revenue officer.
21. In his statement which he adopted to form part of his evidence in chief, he gave a descriptive account of what happened as follows:
- “...I parked my car number KBQ 438E outside Agricultural Financial Corporation Building and paid the requisite fees of Kshs. 60. In my list of documents is a parking fee receipt which clearly shows I paid the Kiambu County Government at 0902 hours. I went to Court as expected and finished with court business around 9.30 am. I quickly rushed where I had parked my car as I had another matter being Nairobi CMCC No 859 of 2016...On reaching outside Agricultural Finance Corporation Building within Thika Township I realised parking attendants had clamped my car and I quickly went to the nearest parking booth to inquire why my car had been clamped yet I had paid the parking fee and payment receipt was still exhibited on top of the dashboard of the car just below the window screen where it was clearly visible. The parking attendant I found at the booth explained to me that my case was one of those rare mistakes where the supervisor may have failed to notice the parking fee receipt and hence clamping my car. She advised to visit the main offices just next to Thika Police Station and explain my case to the person in charge of revenue collection who should have no problem adjusting their computer system to deduct the Kshs 1,560 now demanded from me as clamping fees as it was a mistake on their part as supervisors. On reaching the Revenue Office of Kiambu County Government at Thika, I found a lady officer who took time before addressing my case and when she finally talked to me she adamantly insisted I must pay Kshs 1,560 demanded as clamping fees despite my explanation that I had paid in time and this was a obvious mistake on the part of their parking fees attendant/



supervisors...The way the revenue officer treated me in their office was to demean, embarrass, harass and harangue that left me with a huge feeling of anger, emotional and psychological stress and this court should consider harassment in assessing general damages payable to me together with lost business..."

22. In spite of stating that the receipt for payment of Kshs 60 was clear, the trial court in dismissing the suit observed that the receipt which the Appellant relied on was faded and as such the court could not make out whether the payment of Kshs 60/= was made as alleged. It thus found that he had not discharged the evidential burden of the key issue that formed the foundation of his case.
23. I have looked at the receipts which the appellant produced as PEX 1 and 2. The fee receipt to remove the clamp was issued at 1053HRS and it shows that the amount paid was Kshs 1500/=. The parking fee receipt is faint but after a painstaking scrutiny of the same by tilting it against the light, I was able to notice a few of the details like, the Appellant made payment by cash as it reflects 1000/- shillings was given, Kshs 60/= was deducted in respect of motor vehicle registration number KBQ 438E and a balance of Kshs. 940 was then given. The date the receipt was issued is however invisible as well as the time the payment was received. That can be attributed to passage of time for even picking out those other details was a big struggle.
24. Though the Respondent merely denied the claim and hence had no legal burden to prove anything having not set out any affirmative defence; where a claimant as in this case, has ably demonstrated a prima facie case in respect of an essential element of his claim, the Respondent assumes the evidential burden of adducing some evidence to counteract the claim.
25. The Respondent did not present any evidence to challenge the fact that the Appellant evidence on the payment of parking fees. Moreover, the Appellant produced an invoice that was issued to facilitate the removal of the clamp which indicated that he was to pay Kshs 1560/= as unclamping charges. The unclamping charges fees he paid as per the receipt he produced as PEX2 was Kshs 1500/= which does not include the daily parking charges of Kshs 60/= yet the invoice indicates it should have been paid together with the unclamping fees. The Respondent did not explain why the Appellant was not required to pay the Kshs 60/= together with the unclamping charges in a single receipt pursuant to the invoice issued. This gives credence to the appellant's testimony that he must already have paid the daily charges earlier.
26. Moreover, the Appellant's evidence was a blow by blow account of the steps he took that day when he realized that his vehicle had been inappropriately clamped. He immediately sought to have the issue resolved by the staff/agents of the Respondent. This vivid description was detailed and naturally convincing. It shows someone who had a genuine grievance that he desperately wanted fixed. The staff/agents of the Respondent he raised the issue with them did not sort it out or even apologize. They were flippant and on top of that, went ahead to impose further charges on him. The Respondent did not tender any evidence to contradict the Appellant's assertion about the conduct of its staff/agents.
27. In *Murphy on Evidence*, Fourteenth Edition at pg 80, the Author explains what the standard of proof on a balance of probabilities means. He writes:

"...If the claimant bears the burden of proof, and fails to persuade the court that his case has been proved on a balance of probabilities, judgment should be given for the defendant. Moreover, the test is not whether the claimant's case is more probable than the defendant's, but whether the claimant's case is more probably true than not true, i.e. the claimant's case is measured by reference to an objective standard of probability..."



28. Applying the above test, as to whether I find the Appellant's case to be 'more probably true than not' I would find that based on the evidence of payments made by the appellant which I have reviewed and the efforts he made to reach out to the Respondent's staff to resolve the matter without success; which evidence is not controverted, the appellant discharged the burden proof in regard the essential issue of whether he made the daily parking fees on the material day and also, the reaction he received from the Respondent when he approached its agent to sort out the issue in vain.
29. Did the Respondent staff/agent's clamp his motor-vehicle notwithstanding payment of the requisite parking fee?
30. I have already found that the parking fee had been paid. Evidence from the Appellant that his motor vehicle KBE 438Q was clamped was boosted by P Exhibit 2, the receipt for payment of unclamping whose amount was Kshs 1500/- and the invoice. There is thus proof that the appellant's motor-vehicle was clamped notwithstanding the fact that he had duly paid the daily parking fees.
31. The Respondent did not call any evidence to explain why the Appellant's motor vehicle was clamped in spite of paying the parking fees. Ideally, it would be possible to clamp a vehicle despite payment if for instance it had been parked in a controlled area or wrong parking place or, was causing obstruction but there was justification that was given and the fact that unclamping was done only after the unclamping fees was paid shows that the only reason for clamping was based on the mistaken notion that the appellant had not paid the daily parking which in view of the evidence was not the correct position.
32. Efforts made by the Appellant to reach out to the Respondent's staff/agents on that day did not materialize. Instead he was treated dismissively without any attempt to investigate his grievance or tender an apology to him. He was even slapped with further charges.
33. Having paid the daily parking fees and having displayed the ticket on his car, and there being no other reason advanced whatsoever for clamping his car, I do find that the Respondent's staff/agents were negligent in performance of their duties for failing to do thorough verification to ascertain if the Appellant had paid the daily parking before clamping his vehicle. The Respondent was vicariously liable. This is so because once he paid the daily parking fees which was received on behalf of the Respondent, the Respondent was expected to him to allow him to park his car within its jurisdiction without interference for that day. The Respondent agents were in breach of that duty when they clamped the car without any reasonable cause.
34. Did the Appellant suffer loss and damage?
35. The Appellant in his evidence stated that the actions of the Appellant caused him extreme feeling of anger, especially the Revenue Officer to whom he was referred to sort out the issue. She took her time before paying any attention to him and when she did, she insisted that he had to pay the unclamping fees without any regard at all to the Appellant's grievance. He stated:
- "...The way the revenue officer treated me in their office was to demean, embarrass, harass and harangue that left me with a huge feeling of anger, emotional and psychological stress and this court should consider harassment in assessing general damages payable to me together with lost business..."
36. It is on this account that his claim for general damages for pain and suffering is founded. The question then becomes, when are damages for emotional pain, psychological distress and mental anguish payable?



37. To be awarded damages for emotional distress and mental anguish, it is not a walk in the park because of the many restrictions that courts have over the years put in place to ward off floodgate of vexatious litigants as people can easily fake mental distress. It is said that emotional distress that results from actions of another person's conduct (as opposed to the mental anguish that may emanate from a disease or injury) is to be expected in normal human interaction which ordinary reasonable men should be able bear. The law only comes in to protect the person if the emotional distress directed at him is beyond what a reasonable man was expected to bear.
38. I came across useful reading in HAT Case No 001/2015- [MKK v CNN](#) [2016] eKLR where the history of claim for general damages for emotional distress and mental anguish has been discussed comprehensively. To paraphrase, the award of the said damages is traceable to the leading English decision of [Wilkinson Vs Dawton](#) and for plaintiff to succeed in getting an award of damages for emotional distress or mental anguish, he had to prove that:
- a) The defendant conduct was extreme and outrageous
  - b) That the defendant intended to cause severe emotional distress to the plaintiff
  - c) That the defendant extreme and outrageous conduct caused emotional distress to the plaintiff and,
  - d) The plaintiff emotional distress was severe.
39. Where the claim was based on negligent infliction of emotional distress, it had to be proved that:
- a) The defendant owed a duty of care to the plaintiff
  - b) the defendant breached the duty
  - c) the defendant breach caused emotional distress to the plaintiff,
  - d) the plaintiff suffered emotional distress
  - e) that the injuries were the proximately caused by the defendant.
40. Equally, I also consulted [Black's Law Dictionary](#), Tenth Edition, pg 575- where emotional distress has been explained as follows:
- “Emotional distress. A highly unpleasant mental reaction (such as anguish, grief, fright, humiliation, or fury) that results from another person's conduct, emotional pain and suffering. Emotional distress, when severe enough can form a basis for recovery of tort damages-Also termed emotional harm, mental anguish, mental distress, mental suffering.”
- It then continues:
- ‘Emotional distress passes under various names, such as mental suffering, mental anguish, mental or nervous shock, or the like. It includes all highly unpleasant mental reactions, such as flight, horror, grief, shame, humiliation, embarrassment, anger, chagrin, disappointment, worry, and nausea. It is only when it is extreme that liability arises. Complete emotional tranquillity is seldom attainable in this world, and some degree of transient and trivial emotional distress is part of the price of living among people. The law intervenes only where the distress inflicted is severe that no reasonable man could be expected to endure it. The intensity and duration of distress are factors to be considered in in determining severity. Severe distress must be proved, but in many cases the extreme and outrageous character of



the defendant conduct is itself important evidence that distress has existed' (Restatement (second) of Torts §46 cmt [1969]).

41. From the foregoing, it is important to ask the following questions:
- a) Was the intensity and duration of what the Appellant went through in the hands of the Respondent Agents severe as to be considered emotionally distressing to a reasonable man
  - b) Was the character of the defendant's agents outrageous as to be taken into account in determining the extent of the emotional harm?
42. In the present case, the Appellant is seeking damages arising from the negligent actions of the Respondent agents/staff. His vehicle was clamped despite the fact that he had paid the parking fees. He tried to follow up the matter immediately he realised it could have been a mistake on their part. He was referred to the Revenue Officer whom he was told was in a position to resolve the matter. On getting there, the Revenue Officer seemingly ignored him and never paid attention to him. When she finally did, she did not bother to address his grievance let alone apologize to the Appellant for inconvenience through no fault of his own. She went further and hurt him even more by insensitively demanding that the Appellant pays unclamping fees. The Appellant had to do so, besides paying an advocate Kshs 10,000/- to hold his brief in a matter he was scheduled to attend but which he was unable due to the inconvenience. In his evidence the Appellant stated;
- "...The way the revenue officer treated me in their office was to demean, embarrass, harass and harangue that left me with a huge feeling of anger, emotional and psychological stress and this court should consider harassment in assessing general damages payable to me together with lost business..."
43. This Court opines that the intensity of treatment that the Appellant was subjected to though temporal was stressful and capable of inflaming a normal human being in the Appellant's situation. The conduct of the Defendant's agents in not bothering to inquire into his grievance and instead insisting on demanding further payment from him was callous and exhibited extortionist tendencies in the name of revenue collection. All the Appellant needed was to investigate the issue and may be issue an apology to the Appellant to resolve the issue. The Appellant was already hurting for being denied the right to use his car by unlawfully clamping it yet he had paid and rather resolve the issue, they continued hurting his feelings by further demanding for more payment without any basis on top of giving him flippant treatment.
44. I find that the claim for general damages based on emotional distress is recoverable by the Appellant in the circumstances of this case. The question is how much would that be or rather what is the quantum? I did not find any help from the authorities provided by the Appellant or the Respondent for they were not spot on in regard to injuries of this nature. In my quest to find an appropriate authority, I came across the High Court decision of *Alex Muthinji Njeke & Violet Wanjuki Gichuhi* [2017] eKLR where the Court awarded the plaintiffs general damages for emotional distress as a result of police action of accosting them while driving on the highway, pointing guns at them, having them to lie on the tarmac, dragging and kicking them. The Court under the head of emotional distress awarded Kshs 500,000/-. However, in all fairness, I do appreciate that the circumstances of that case were more pronounced in degree compared to the temporally nature of the distress that the appellant in this case experienced. His situation was moderate in comparison. I consider that an award of Kshs 150,000- is fair and reasonable as general damages to the Appellant for the emotional distress he suffered in the hands of the



Respondent's agents/ staff following their unlawful clamping of his car and the outrageous treatment he received from the Respondents agents when he raised the matter with them for resolution.

45. The next issue is whether the Appellant suffered financial loss and loss of business as a result of this incident.
46. The Appellant testified that due to the delay occasioned by the clamping of his motor vehicle he was delayed in attending to his other matters which included a suit in Nairobi CMCC No 859 of 2016. He produced an extract of his diary in evidence P exhibit 5 to substantiate this fact. He had to ask a colleague to handle the matter on his behalf at an agreed fee of Kshs 10,000/= which he later duly paid to him. He produced a receipt dated 7/4/2017 of Kshs 10,000/= for handling of Nairobi CMCC No 859 of 2016. It is my finding that the appellant has proved special damages of Kshs 11500/=.
47. It was the appellant's further evidence that due to the Respondent's employees actions he was unable to make it to his 12-noon appointment for some conveyancing transactions of LR Ruiru/Kiu (githunguri)/Block 2/3485 where he had expected to earn a minimum fee of Kshs 500,000/=. He testified that the purchase price for such land could not be less than Kshs 25,000,000/=. His witness who testified as PW2 said that he was aware that the value of the land they were dealing was Kshs 25,000,000/=. The appellant submitted that the general damages for psychological and emotional stress inflicted on him and lost business was estimated at Kshs 500,000/=.
48. The distinction between general and special damages was explained by the Court of Appeal in [\*Jogoo Kimakia Bus Services Ltd v Electrocom International Ltd\*](#) [1992] KLR 177 where it was stated that:

“The law on damages stipulates various types of damages. The distinction between general and special damages is mainly a matter of pleading and evidence. General damages are awarded in respect of such damages as the law presumes to result from the infringement of a legal right or duty. Damages must be proved but the claimant may not be able to quantify exactly any particular items in it. Special damages are the precise amount of pecuniary loss which the claimant can prove to have followed from the particular facts set out in the pleadings. They must be specifically pleaded.”
49. The Appellant produced a copy of the title he was to transact as PEX 6 and his evidence was corroborated by his witness. PW2 stated that they had to go to another advocate's office to have the sale agreement drafted.
50. No valuation report was presented before the trial court to show that indeed the land parcel was valued at that price. It cannot be ascertained that the conveyancing transaction was worth the amount claimed by the appellant due to lack of a valuation report.
51. Further, there is no certainty that the parties to the transaction would have sealed the deal that day so that the Appellant could earn the amount as fees or that they would have agreed to pay him that amount. The evidence is speculative as there is also the probability that the parties could pull out before he had an opportunity of earning the fees. This is a case of counting the chicken before they hatch.
52. PW 2 said he took the clients to another lawyer but there was no evidence that he presented to show that the transaction involving that piece of land was actually accomplished on that day by the unnamed Advocate and the fees comparable to the amount sought by the Appellant charged.
53. In any case, there was no evidence of any prior engagement for instance, any letters exchanged between him and the supposed clients indicating that he was instructing him to handle the conveyance for that particular piece of land or even a letter that forwarded the title deed from the client for purposes of the



intended conveyance. A mere copy of title deed thrown at the court is not in my view proof of loss of business opportunity. That claim has not been proved and is thus rejected.

54. The upshot of the foregoing is that on a balance of probabilities this court finds the Appellant established his case for payment of general damages for mental or emotional distress and special damages. The judgment of the lower court dated November 25, 2021 is hereby set aside and substituted with an order that the Appellant shall be paid damages as follows:

- a. General Damages for emotional distress- Kshs 150,000/-
- b. Special Damages Kshs 11500/=.
- c. Costs of this appeal and before the trial court.
- d. Interest on a & b above at court rates.

**DATED, SIGNED AND DELIVERED AT BUSIA THIS 31<sup>ST</sup> DAY OF MARCH 2023.**

**L.N. MUGAMBI**

**JUDGE**

**In presence of:**

Appellant- absent

Respondent- absent

Advocate for Appellant- absent

Advocate for Respondent- absent

**Court Assistant- Etyang**

**Court**

This Judgement be transmitted digitally by the Deputy Registrar to the Advocates for the Parties on Record through their respective email addresses.

**L.N. MUGAMBI**

**JUDGE**

