



SWH v SEH; Goodison Fifty- Nine Limited (Interested Party) (Family Originating Summons 12 of 2017) [2025] KEHC 14552 (KLR) (Family) (16 October 2025) (Judgment)

Neutral citation: [2025] KEHC 14552 (KLR)

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

FAMILY

FAMILY ORIGINATING SUMMONS 12 OF 2017

PM NYAUNDI, J

OCTOBER 16, 2025

BETWEEN

SWH PLAINTIFF

AND

SEH DEFENDANT

AND

GOODISON FIFTY- NINE LIMITED INTERESTED PARTY

JUDGMENT

1. The Plaintiff’s Further Amended Originating Summons is dated 19th June 2021 and is presented under Order 37 rules 11, 12 and 14 of the Civil Procedure Rules, Section 3A of the *Civil Procedure Act* and Section 7 of the *Matrimonial Property Act*. It is stated that he is the beneficiary of a trust and seeks the determination of the following questions-

1. Whether the Plaintiff is entitled to a declaration that House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 registered as I.R NO. XXXX/12 is matrimonial property jointly acquired and owned by the Plaintiff and the Defendant and should only be dealt with, appropriated, charged for financed, rented or leased to a third party, sold or otherwise disposed of in a manner acceptable to and compatible with the interests and rights of the Plaintiff herein.
2. Whether the Plaintiff is entitled to a declaration that House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 registered as I.R NO. XXXX/12 is matrimonial property jointly acquired and owned by the Plaintiff and the Defendant as is registered and held by the Defendant through her shareholding in Goodison Fifty-Nine Limited (CPR/2010/25150) in trust for the Plaintiff and the issues of the marriage.



3. Whether the Plaintiff is entitled to a declaration that a trust was constructed or resulted in respect of House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 registered as I.R NO. XXXX/12 by virtue of the marriage between the Plaintiff and the Defendant.
 4. Whether the Plaintiff is entitled to a declaration that a trust was constructed or resulted in respect of Kilifi Land Reference NO. XXXX/18 registered in Volume L.T. 37 folio 217/a, file No. 8734 by virtue of the marriage between the Plaintiff and the Defendant.
 5. The Plaintiff be declared to be the absolute owner of Kilifi Land Reference No. XXXX8/18 registered in Volume L.T. 37 folio 217 /A, file No. 8734
 6. Kilifi Land Reference No. XXXX8/18 registered in Volume L.T. 37 folio 217 /A, file No. 8734 be transferred to SWH of Kenyan Passport No. AKXXXXXXX and TJH of Kenyan Passport No. AK XXXXXXXX
 7. Whether an order should issue declaring that 50 % (or such other or higher proportion) of House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 registered as I.R NO. XXXX/12 aforesaid, is held by the Defendant in trust for the beneficial interest of the Plaintiff.
 8. Whether the said House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 registered as I.R NO. XXXX/12 should be shared equally and/or be sold and the net proceeds be shared equally between the Plaintiff and the Defendant or in such other manner as the court may deem just.
 9. Whether the Plaintiff is entitled to rental incomes in House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 registered as I.R NO. XXXX/12
 10. Whether the Deputy Registrar ought to be empowered to sign any documents that the Defendant may refuse to sign.
 11. Whether in the alternative and without prejudice to the foregoing, the Plaintiff is entitled to an order that the Defendant /respondent and the interested party are jointly and severally liable to the plaintiff for the sum of Kshs. 45,552,218.40/= being the cost of the improvements made by the plaintiff on property I.R NO. XXXX/1 registered as I.R NO. XXXX/12 on which House No. XX Dagoretti Road Karen is erected?
 12. Whether the Plaintiff is entitled to an order that the Defendant pays costs of this suit.
 13. Whether the Plaintiff is entitled to any other relief that this Honourable Court may deem fit to grant in the circumstances.
2. The Summons proceeded by way of Viva Voce Evidence.

Plaintiff's Evidence.

3. PW1- Samson Kaduki, he operates a business under the names Steel and Furniture works, specialising in furniture making, wardrobe setups, including repair and upgrade of the same, unique timber works and painting works. He met the Plaintiff sometime in 2008 and he was contracted by the plaintiff to perform various chores on the new house at Karen, Dagoretti Road, House No.XX between 2007 and 2016.
4. The works he undertook included
 - i. Upgrading the boys' bathroom (repanelling splash back and walls, new mahogany counter)



- ii. Upgrading verandah, including replacement of damaged floor boards and pest control security;
 - iii. Making of book cases and cupboard underneath stairs
 - iv. Conversion of attic into walk- in wardrobe with shelf, portioning with floor to ceiling shoe racks;
 - v. Conversion of boys' attics with shelving and beds and mattresses
 - vi. Attic conversion with large windows, structural changes to the roof and ceiling adjustments
 - vii. Supply and installation of roll back hidden doors
 - viii. Extension of quad bike shed
 - ix. and general annual painting works and property improvements.
5. He was paid a total of Kshs 1,247,399 as per schedule attached some of the payments were by Petty Cash and the others by cheque, through his bank account. He was paid by the Plaintiff. The defendant supervised him while he did the work.
 6. On cross –examination he stated that he recorded his statement in 2021 and therefore relied on documents provided by the Plaintiff's former accountant. He was instructed by the plaintiff and that is how he concluded that the defendant was the owner of the house. He carried out the work between 2006 and 2007; and additional work between 2006 and 2017. He was introduced to the plaintiff by his mother in law, Janet.
 7. On re-examination he stated he did not know Goodison Fifty-Nine Limited and the payment by cheque were made by Distribution Communication Systems Limited. He wrote the statement in 2021 when he was requested to write. The applicant asked him to do the works. He concluded that the house belongs to the applicant. He doesn't know where the applicant got money to pay him. The Respondent asked him to do some work. When he was doing the construction, the Respondent was always at home supervising him; the applicant was away.
 8. In re-examination, he stated that the certified bank statements have details of the cheques. He made some furniture for Janet for a different house.
 9. PW2, Beatrice Wanjeri, she is a long-term employee of the plaintiff, having worked as the house help. She had positive things to say about the Plaintiff and not so positive about the defendant. It is the plaintiff who paid her salary through his company, Distribution Communication Systems Limited. He was close to the children of the marriage, unlike the defendant who spent long hours away from home either having late night drinks or having lunch parties with her friends. The Plaintiff bought her a parcel of land at Ngong/ Ngong/ XXXXX. She lives there and has maintained contact with the plaintiff. The parcel of land is registered in the defendant's name, she is yet to transfer it to her.
 10. The plaintiff constructed the house and they moved in between 2004 and 2005
 11. On cross-examination, she stated that she worked for the Applicant and the Respondent from 1995 to 2016. In 1995, the couple were living in the same compound in Karen but in a different house. In 2004, the applicant moved to a house in the same compound that was constructed by him. The applicant supervised the construction and paid the workers. Sometimes the applicant and the respondent supervised together. The applicant bought her a property in Ngong where she lives with her family.



12. She knew that Janet was the mother in law to the Plaintiff and mother to the defendant. She did not know where the defendant got the money to pay for the construction. She does not know if she supported the Applicant. She doesn't know where Simon got the money.
13. PW3, Michael Mwangi, he is a businessman with speciality in civil works, telecommunication sites constructions and general building works. He met the plaintiff in 2007. He undertook supervisory works during the construction of a swimming pool at the new house in Karen, Dagoretti Road, House No. XX sometime in 2014. He attached a schedule as proof of payment. It was his evidence that it was the Plaintiff who paid for the work. The defendant supervised the work and her mother Janet, often visited the house while the construction was ongoing. The work included-
 - i. Supervisory works of the workers who were involved in the construction of the swimming pool. This was being done as a support function to the main contractor and consultant David Marion
 - ii. Supervision and payment of casual wages to the workers on site.
 - iii. Supervision of sub- contractors involved in the making of metal covers, plumbing works and steel works. This included approving the works for payment and making the payments to the sub- contractors; and
 - iv. Supervision of the materials delivered by the main supplier of materials, Panju agencies. He received at total of Kshs 5,225,231 to cater for materials, labour and service fee of the main contractor. He received an additional 100,000 towards payment of labour for the project.
14. During cross-examination, he stated he was employed by the plaintiff's company, Distribution Communication Limited. He was not paid for the work. The accounts office gave him the documents he used to prepare the schedule. statement was handwritten and later typed. He carried out supervision of civil works in 2014. He was employed by Distributed Communication Systems Limited which was owned by the applicant. He was paid Kshs. 5.2 million. Some of the money paid to the contractor was relayed through him. The Respondent supervised the project. She gave her opinion /directions on what she wanted. He was paid Kshs. 100,000 for construction of the bike and car shade.
15. During cross –examination he stated that the house in Karen belongs to the applicant because he used to live there. The Respondent's mother also used to make suggestions.
16. In re-examination, he stated that he was employed by Distributed Communication Systems Limited as a Civil Engineer Site Supervisor. As a supervisor, he ensured that the quality of work satisfies the client specifications. The mother in law to the Plaintiff, did not pay him any money.
17. PW4, Joseph Kimweti he is a business man with speciality in Civil works, including construction of houses, cabro works for parking areas and roads and landscaping. He undertook various works for the plaintiff on the house at Karen between 2004 and 2013. The works included-
 - i. Flowers dressing and various landscaping works in the compound in 2009 for which he received a total of Kshs 68,000
 - ii. Supply and placement of veranda edge stores, paring slabs, wall extension works and repairs and marble fire place floor protection slabs for which he received a total of Kshs 821,466 on various dates between 2008 and 2013
 - iii. Construction of staff quarters within the XX, Dagoretti road property including separate staff toilets for which he received Kshs 1,202,854 on various dates between 2007 and 2010.



- iv. Construction of the car shed, extension of the car shed and construction of motor bike store between 2005 and 2006 for which he received Kshs 186, 300.
 - v. Construction of Tree House platform and sand pit complete with ladder and roof for which he received Kshs 5XX000
 - vi. fixing water pipes from the main gate to the Plaintiff's house, tank fitting and plumbing works for which he received Kshs 89,600
 - vii. Extension of security wall, including plastering for which he was paid Kshs 160,000
 - viii. Improvement of the drive way and parking area for which he received a total of Kshs 147,000
18. He stated the work was commissioned by the Plaintiff and supervised by the defendant who was at home much of the time. It is the Plaintiff who paid for the work.
 19. During cross-examination he stated that he had undertaken other work for the plaintiff between, 2013 and 2021. He did not keep the receipts confirming payment. He submitted the invoices that are attached to his witness statement. He met the Plaintiff in 1996, he was doing some work for Janet Hurt. stated that he wrote his witness statement and later took it to the lawyer to be typed. He worked for the applicant. He misplaced evidence of payment. He relied on the copies of quotation he retained. He was paid by the applicant. He consulted the Respondent when the applicant was not around. He doesn't know the owner of the house. Both the applicant and the respondent lived in that house. He did not have the quotations as his wife had burnt them. He also did not avail the invoices
 20. He was paid by open cheques which he cashed over the counter. He was not sure of the bank that he went to withdraw the cheques. There are other houses on the parcel of land. The plaintiff's mother in law and siblings to the defendant live on the property, in separate houses. He undertook some work for Hillary Hurt.
 21. On re-examination, he stated that he withdrew from Ecobank and that he was paid by the Plaintiff and not by his mother in law. All the quotations and vouchers were in his name.
 22. He met the applicant while working with the Respondent's mother. Payments were made by Distributed Communication Systems Limited. He bought materials from hardware; he doesn't have invoices. He doesn't know Tim Walsh. He doesn't know who the house in Karen belongs to. The cheque was drawn by the company. He worked for Janet and her brother at the Karen residence.
 23. PW5, Joseph Nzioki Muia stated that he was a taxi driver. He was called in by the Plaintiff to support the two children, during the 2019 covid 19 lock down. He undertook grocery shopping for the Children and also assisted Enock Monari to install an APC Power back up unit and WI-FI system as both were down. He also took photographs of furniture in the house.
 24. During cross-examination, he denied spying on behalf of the plaintiff. He had formed the opinion Plaintiff was the owner of the house. He was also the family driver.
 25. He had worked as an employee of Radio Frequency Systems, the Plaintiff's Company. He also worked as a taxi driver. He did not remember the year or the circumstances under which the plaintiff left the country. He took the pictures on the instruction of the plaintiff. He observed that the boys appeared traumatised. He did not make a report to the authorities.
 26. PW6, Francis Mungai Kungu a contractor, he runs a business, Samlu Construction Limited. He specialises in Tennis Courts. He met the plaintiff sometime in 2008. He was contacted by the Plaintiff



and Roger Hurt. He was supervised by Mrs. Janet Hurt and the defendant. The original invoice was raised in the name of Roger Hurt.

27. The scope of the work included-
 - i. Demolition of the wall & removing debris
 - ii. Excavating of the Tennis Court area
 - iii. Supply and applying hardcore & compaction
 - iv. Crush run- bitumen and slurry seal
 - v. Primer paint- acrylic surface
 - vi. Deco colour coating- red and green
 - vii. Supplied special tennis chain link & posts; and
 - viii. Foundation & steel work for practice wall
28. He was paid a total of Kshs 1,862,507 for the work as per the schedule he attached. He dealt with the plaintiff only.
29. During cross-examination, he stated the house belonged to Roger Hurt but he was paid by the plaintiff. He was paid through the plaintiff's companies. While on site he dealt with the family Simon, S, Roger Hurt and Janet Hurt. He was called by Roger to come and do the work.
30. He did not place a board at the construction site, he did not process the NEMA approval, he did not get a licence from Nairobi County Government. He assumed the client had processed the licence. He did not ask for the licence. He was paid by the company.
31. PW 7, Simon Peter Kipkorir Tanui he was an employee at Radio Frequency Systems Limited. He overheard a conversation between a Conrad Thorpe and Michael Mwaura in which they schemed to take over the Company from the Plaintiff. Conrad was acting on the instructions of the defendant. Eventually the plaintiff went to court and overturned the fraudulent takeover of the company by Mwaura. The defendant confessed to a misjudgement on her part.
32. On cross-examination, he stated that he worked as logistics and warehouse management manager. He sat directly opposite Mwaura on the first floor. When Conrad came in, he heard him say he was going to visit Mr. Mwaura. He was suspicious about his intentions and he followed him. The door was open and he could hear what was being discussed. Two days later, Conrad went back to the office with a suitcase. He did not share this information with anyone. Simon showed him the invoice. He was a close friend of Simon. He did not have a close relationship with the other employees. Mwaura said that he had a close relationship with S and he would be taking over the company. The company was brought down by Conrad and Mwaura. S is to blame for how the company ended up. The invoice attached shows payment to Conrad. He denied the allegation that he was paid to testify. He also had an email addressed by the defendant to the plaintiff, regretting her actions and involvement with Conrad.
33. Further, he stated that his mother, Beatrice Wangari who was a nanny at Simon's residence asked him to write a statement. Simon left the country in 2017. His mother told him to write a statement in respect of a land. The directors of Radio Frequencies Ltd are Simon and Mwaura. He does not know if Robin Hurt had an interest in the company. Robert Hurt is S's father (the defendant). He is not aware that S had a business at No. XX. He is not aware that Simon was sacked by any other company.



34. The invoice was addressed to Robin. Robin was not related to any of the companies. The document has nothing supporting the case. He did not ask Robin why he was issued with an invoice. There is a case between Simon and Mwaura on misappropriation of funds. The email from S to Simon does not relate to the property in dispute. He does not know the owner of Dagoretti House No. XX.
35. PW8, Omar Abdallah Sheikh told the court that he is a sound engineer and a director at Audio Visual Engineering. He was introduced to the Plaintiff in 2009. He sold him sound system comprising of speakers, turn tables, subwoofers, amplifiers and related electronics at approximately Kshs 4,270,600. The defendant was present when he was installing and he visited the home on a number of occasions to service the equipment. The equipment was extremely sensitive and had to be decommissioned by a professional or would be damaged.
36. During cross-examination he stated that the statement was drafted by an advocate on his instructions. He supplied equipment in 2009. He signed the statement in 2022. He relied on company records. He did not have an invoice with him but he remembers what he supplied. He was paid Kshs. 4 million by Simon (the applicant). Payment was by way of cash and cheques. He did not keep a schedule because the client was known to him. He does not know the owner of the property. He does not know where Simon got the funds from. Simon's wife was present when the installation was done.
37. Further, he stated that he did not have the receipt evidencing payment.
38. PW9, James Waweru, he is a businessman trading under the name of Foster Systems Limited, he specializes in electric fences, electrical wiring and generator works and other related works. He met the plaintiff in 2011 and was contracted to perform various jobs at the new house between 2013 and 2016. The works included-
- i. Installation of razor wire and warning signs, it covered the entire compound and the other occupants of the compound were involved. The total cost was Kshs 1,593, 090
 - ii. Alarm system upgrade, at a cost of Kshs 359,955
 - iii. Installation of CCTV cameras he also installed cameras at the defendant's shop and the main gate to the house. The work was supervised by the plaintiff and the defendant. Cost of Kshs 320,800.
39. On cross- examination he stated that the works were from 2011-2016. The applicant called him to do some work for him. He was living in that house. They did not discuss ownership. Mr. Roger Hurt and Jane Hurt were supervising the work. The work extended to their compound; the systems covered the entire compound. Roger Hurt's house was in the same compound. Payment for services was done as a family. He received bulk payment from Simon Horner's Company. Roger Hurt made one payment. S Horner gave guidance on how the CCTV would be installed for House of Treasure.
40. PW10 was SWH, he is the plaintiff herein. He and the defendant formalized their marriage on 24th June 2000, the marriage was blessed with two sons. The marriage has since been dissolved by the issuance of a decree absolute. During the pendency of the marriage the couple established their matrimonial home at House No. XX Dagoretti Road Karen erected on I.R. XXXX/1 registered as I.R. XXXX/12 It was his evidence that he solely met the cost of the construction of the house, alongside other developments on the parcel of the land including the drive way, staff quarters, a security guards house, a swimming pool, a tennis court, an electric fence, walls, fences and gate.
41. The land on which the matrimonial home is constructed belongs to Goodison Fifty-Nine Limited in which the defendant holds 33.3 % interest. The other shareholders are members of her family.



42. He spent Kshs 45,652,218.40 in developing the property and not Kshs 3,900,000 as alleged. The payments were made through two companies in which he is a shareholder and director, Distributed Communication Systems Limited and radio Frequency Systems Limited.
43. The total costs of construction are itemized in affidavit sworn on 18th January 2019 from paragraphs 6 to paragraph 26, along with the supporting documentation.
44. Further he contends that he purchased Kilifi Land reference No. XXXX8/18, which is registered in the name of the defendant, she holds the property in trust for him and the children of the marriage. The property was registered in her name as he cannot hold free hold land as a foreigner.
45. There was evidence of a toxic relationship between him and the defendant with the unfortunate consequence of drawing in the two children of the marriage.
46. During cross examination, he stated that the property is registered in the name of Goodison Fifty-Nine Limited. He is seeking a share of the property because he built a house on the land it stands. The land is not subdivided. S (the defendant) has 33% stake in the company. The CR12 does not show the shares corresponding to house no. XX. He did not contribute to the shares in the company. Janet Hurt is not an owner or shareholder of Goodison Fifty-Nine Limited. When he started construction, the property was in the name of Janet Hurt. Goodison Fifty-Nine Limited became the registered owner in 2010. She was aware of the works.
47. SH owns 1/3 of the property. There are two other houses on the property; house no XX and XX with two gates. The house they lived in was accessed at no. XX. House of treasures is to the left in the same compound. He built staff quarters adjoining house of treasures. He built the house on No. XX. Building plans were issued by Nairobi City Council in 2003. He has cheques showing that payments were made. He lived in the house because he was married to the respondent until 2017.
48. The Kilifi property is registered in S's name. It has sentimental value for their sons. He paid for the property. The property was to be held for the benefit of the children. They agreed to sell the property in Watamu and pay school fees for the children. The money was transferred to the school in the UK. They also agreed to sell the property in Nanyuki. He did not utilize the funds. S did not pay school fees. He intends to pass the property in Ngong to the workers, but S has held onto the property. He sold flats in London and Wembley which were acquired during the subsistence of the marriage. S did not contribute towards their acquisition. He sold the properties to meet his financial needs. The properties were owned by a company where he had shares. S helped raise the children of the marriage. She was at home when he was away. She picked and dropped the children. He has an interest in the Kilifi and Karen properties. The Kilifi property has sentimental values for the children of the marriage. He did not include the document examiner in his list of witnesses. He denied that the properties in London and Wembley comprised matrimonial property
49. He entered the property because he and the defendant were married. He did not pay rent.
50. Further, he stated the respondent is not entitled to the properties (in London and Wembley) as they are out of jurisdiction she did not contribute towards the purchase. He has shares in Radio Frequencies System Limited and Distributors Communication Systems Ltd. The shareholders in Radio Frequencies Systems Ltd are himself, Harun Mburu and Michael Mwaura. He holds 40% shares and owns the business. The shareholders in Distributors Communication Systems Ltd are Andrew who owns 4899 shares and Michael Mwaura who owns 1480 shares. Andrew owns the shares on his behalf. He owns other properties in London and Wembley.



51. He did not sign a sale agreement for the properties in No. XX Dagoretti and the Watamu property. He is a dual citizen of both Britain and Ireland. When he came to Kenya, he stayed at the guest house on property no. XX Dagoretti. While in Kenya, he was working. They lived in the cottage until he built the house between 2003 and 2004. He did not seek permission to move into the bigger house. He paid for the construction of the house. Their house was separated by a chain link fence. He is not aware that the property was gifted to S's mother in the divorce settlement. S's two siblings also live on the property. Where he put up a house the space was vacant. He built the house with his earnings from Kenya and Mauritius. The architect obtained all the approvals. He built a wall and put up an electric fence. Security was for the entire compound. Janet asked him to set security measures around the entire compound. The improvements were done by his two companies. Payments were reflected as Director's loan account.
52. He is staking a claim on the house and the acreage around it. He is aware that a foreigner cannot own freehold property. He paid for landscaping. The house was completed in 2005. They moved into the property in 2004 when it was still registered in Janet's name. He did not raise a claim when the property was sold to the Company, Goodison Fifty-Nine Limited in 2010.
53. He did not avail the copies of cheques showing payment. He reiterated that he does not have a claim against the Company Goodison Fifty-Nine Limited.
54. When he filed the Originating Summons, he was aware that the Company Goodison Fifty-Nine Limited is the registered owner of the property. His claim is against S.
55. On reexamination, he stated that he was the sole signatory of the company bank account. He was financing the companies in Kenya through his other companies in Mauritius. The proceeds from the sale of the Watamu property was paid into Kaplan & Stratton Advocates account. He then instructed them to pay to Kings Somerset. Janet did not object when he was building. He paid Kshs. 4.5 million for the music system.

Defendant's Evidence.

56. DW1, S Elizabeth Horner, she and the plaintiff were formerly married and currently divorced. They met in the UK while studying and returned to Kenya. Initially her mother hosted them in a cottage and later as the family grew, they were allowed to move into a larger house within the compound.
57. She denied that the defendant constructed the house and stated the improvements he made to the property would not exceed Kshs 3,900,000. The contested property is not in her name but rather of the Interested Party.
58. In any event she also contributed to the house hold expenses and supported the two children of the marriage. She testified that the Plaintiff has concealed other properties that comprise matrimonial property, these include;
 - i. Watamu- Two plots Land reference Number XXXX/2 and Land reference Number XXXX/3
 - ii. Plot No. XXXX and XXXX in ulu, Aimi Ma Kilungu Limited
 - iii. Kilifi Land reference Number XXXX8/18
 - iv. Ngong Property Title Number Ngong/ Ngong/ XXXXX
 - v. Henley – Flat 3 Brakspear, New Street, Henley on Thames, Oxfordshire



- vi. London Flat London- Ground floor flat,XX Hemdon Road, London SW 18 2XXX Title Number XXXXXXXX4 (leasehold)
 - vii. Range Rover KBL XXXXXX
 - viii. Range rover KAB XXXXXX
 - ix. Audi Convertible
 - x. Toyota VX KAV XXXX
 - xi. Speed Boat worth USD 30000/-
 - xii. Shares in Hellos Tower Africa Limited.
59. The respondent has disposed of some of these assets and he should account for the proceeds. The rental income is under the company's name. The applicant does not have a share in the company. The Karen property is registered in the name Goodison Fifty-Nine Limited. The applicant did not build the house. Her mother built it and allowed them to live in it. He did the interiors. He did not pay Kshs. 48 million. The property in Kilifi is in her name. It is a gift to her and the children. They bought the property in Ngong for the staff. The applicant sold the Watamu property in 2016. She did not see the proceeds or receipts showing the money was used to pay school fees. He paid school fees in 2009. He stopped paying school fees in 2017. He sold the properties in UK when they were still married. She did not get a share of the proceeds. He bought the properties from the income from his business. She was taking care of the children. His claim is unjustified.
60. On cross examination she stated that they renovated the house with income from house of treasurers. She does not have the board resolution or evidence of payments, costs and improvements. She is not aware that there is a shareholder agreement. She did not run a joint business with the applicant. The trust deed purportedly executed by her mother is not registered at the Ministry of Lands. She never visited the Flat in London and Wembley, nor contribute to the mortgage. She did not contribute to the purchase of the flats in London and Wembley. She is not aware that the applicant took a mortgage. She did not contribute towards the purchase of the property in Ngong. She does not have a stake on the property in Ngong; it will be transferred to the staff. She did not contribute towards the purchase of the property in Kilifi and the motor vehicles. The land in Kilifi was a gift to her. There is a tenant in the Karen land from 2018 who pays her between Kshs.400,000- Kshs. 500,000 per month. She utilizes the money to pay the children's rent. The applicant contributed towards the improvement of the Karen property by constructing a swimming pool 5-6 years after they had moved in. He also installed CCTV and bought a generator. The applicant paid the workers in the homestead.
61. The Plaintiff left his belongings behind. Some of the property was stolen as they had a burglary at the residence. The furniture and the sound system are in a container. She is willing to surrender the container to the Plaintiff. Her mother did not object to the work undertaken by the plaintiff on the property in Karen. She conceded that the defendant bought the generator and she is prepared to surrender it to him. She did not contribute to the purchase of the speed boat.
62. Further she stated that properties No. XX and 76 were gifted to her mother. The total acreage of the parcel of land in Karen is 8.9 acres and there are 7 houses on the parcel. Her parents hosted them when they returned from the UK and later allowed them to take occupation of a larger house, they did not pay rent. The improvements to the house were for their personal comfort. She denied that her mother had executed



63. Some of the improvements can be removed. Some of the improvements were stolen during a burglary. Others have been stored. The applicant did not ask for reimbursements. Her mother prepared a deed of trust. She does not own anything in Goodison Fifty-Nine Limited.
64. On re-examination, she stated that the trust was formed before this suit was filed. The properties in UK were purchased during the subsistence of their marriage.

Interested Party's Evidence.

65. IPW1, Janet Elizabeth Hurt, she is a director of the Interested Party, Company, which is the owner of the property LR No.7336/8 (registered as I.R. No.XXXX/1 and XXXX/12. The property was originally owned by her husband who transferred it her on account of 'love and affection'. There are other houses on the parcel that are rented out. The defendant is her daughter and was previously married to the Plaintiff.
66. She hosted the couple on their return from England she first hosted them at a guest wing cottage on the property and later in a house that she commissioned Kilimanjaro Company to construct.
67. It was never her intention to pass on any legal or equitable interest to the Plaintiff or the defendant. The plaintiff undertook the improvements on the property for the comfort of his family. The improvements to the property did not add value but were for the benefit of his family. She denies that he constructed the pool or the electric fence for security. She concedes he bought the generator and he is at liberty to remove it.
68. She stated that the house does not comprise matrimonial property, and that the caveat lodged by the plaintiff against the property should be lifted. She denies that she signed a deed in favour of the plaintiff as alleged. She stated that the 'deed' was on a letter head for Robin Hurt Safaris and that it is not signed by her. Further it does not describe the property. She does not know the witness, Clement Mungai.
69. On cross-examination, she confirmed that she had seen the document examiner's report. She had not commissioned a separate document examiners report. She doesn't have evidence that she paid Kilimanjaro Construction Ltd. The drawing plans are in her name. She did not stop the applicant from carrying out the improvements. She did not object to the installation of CCTV. She paid for the construction in Sterling Pounds through an English account. The applicant and the respondent did not pay any rent to her or the company. After the couple's separation, she did not demand for vacant possession. There is no board resolution demanding the property back. The respondent carries on business in the property. The respondent does not have shares in the company. The trust deed is in relation to the property. The respondent holds the property in trust for her and not the shares in the company. She did not have to bring this to the applicant's attention. The house in dispute is between 100-200 yards from her house. The applicant constructed a pool for himself and the children. She did not object to the construction because it added value to her property. The applicant also did landscaping. The Architect was Andrew Grembley of Wegs Consultancy. The invoice was hand delivered to her.
70. Further, she stated that the building plans were issued to Goodison Fifty-Nine Limited. She offered the house to the applicant and respondent out of love and affection. They were to use it and not own the property. The trust deed is between her and her family members. There was no agreement that she would refund the applicant. Clement Mungai worked in the applicant's office. Her children hold the property in trust for her. The property is not matrimonial property.
71. During re-examination, she stated that the property has never been subdivided. The improvements he made have been stored away and he can pick them. The property is being used by Serenity Spa at



the moment. The defendant is not running the spa. In the originating summons, the applicant is not claiming an interest in the shares. The company does not own any other property except the property in dispute. She does not think it was necessary to register the trust. She resumed control of the property in 2017.

Applicant's Submissions.

72. Relying on Sections 2 and 6 of the *Matrimonial Property Act*, which defines matrimonial property, it was the plaintiff's submission that House No. XX Dagoretti Road Karen erected on I.R. NO. XXXX/1 registered as I.R. NO. XXXX/12 (Karen property) is matrimonial property. He argued that he started developing the property in 2003. He lived in the house with the respondent and their children. He made improvements and spent Kshs. 48,552,218 which was paid from his two companies. It was his submission that household effects constitute matrimonial properties. In this case, it was his submission that PW8 testified that he installed sound system worth Kshs. 4,270,600 and imported furniture from the UK among other effects and therefore entitled to the same. He further submitted that since the Karen property is matrimonial property, he is entitled to the rent being collected by the respondent.
73. Regarding Kilifi Land Reference No. XXXX8/18 registered in Volume L.T. 37 folio 217/A, file No. 8734, it was his submission that this property does not constitute matrimonial property. He paid solely for the property and had it registered in the respondent's name because he is a foreigner and is not allowed by the Kenyan law to have property registered in his name. He argued that the respondent holds the property in his trust. He relied on the decisions of Juletabi African Adventure Limited & another vs. Christopher Michael Lockley [2017] eKLR and Twalib Hatayan & another vs. Said Saggat Ahmed Al-Heidy & 5 others [2015] eKLR.
74. On Title Number Ngong/Ngong/XXXXX, it was his submission that it is not matrimonial property. He bought the property solely but had it registered in the respondent's name and is being held in trust for him by the respondent.
75. Regarding Land Reference Numbers XXXX/2 and XXXX/3 (Watamu properties and United Kingdom properties), it was his submission that the same do not constitute matrimonial properties. He purchased them solely and has since then disposed them off and used the proceeds to pay school fees for the children of the marriage.
76. It was his submission that he solely purchased Plots No XXXX and XXXX Aimi Ma Kilungu Limited properties and motor vehicles registration numbers KAB XXXX (blue Range Rover), KBL XXXX (black Range Rover) and KBA XXXX (Audi) do not form part of matrimonial property. He argued that he has since sold two vehicles except KBL XXXX which is wasting away and should be sold.
77. On how the properties should be shared, he urged the court to look at the decisions of P. N. N vs. Z W N [2017] eKLR, E.G.M vs. B.M.M [2020] eKLR and M.E.K vs. G.L.M [2018] eKLR. He argued that he had proved that he proved he made contribution towards the purchase and development of the properties while the respondent on the other hand did not produce any evidence.
78. He urged the court to issue the following orders;
 - i. a declaration that House No. XX Dagoretti Road Karen erected on I.R. NO. XXXX/1 registered as I.R. NO. XXXX/12 is matrimonial property jointly acquired and owned by the Plaintiff and the Defendant and should only be dealt with, appropriated, charged for finance, rented or leased to a third party, sold or otherwise disposed of in a manner acceptable to and compatible with the interest and rights of the Plaintiff herein;



- ii. the said property be divided on a 90:10 basis in favour of the Plaintiff;
- iii. in the alternative and without prejudice to the foregoing, a declaration that the defendant/respondent and the interested party are jointly and severally liable to the plaintiff for the sum of KSh.48,552,218.40 being the cost of improvements made by the Plaintiff on the Karen property;
- iv. the Defendant be compelled to release to the Plaintiff his personal effects and furniture in House No. XX aforesaid;
- v. the Plaintiff is entitled to rental income in House No. XX Dagoretti Road Karen erected on I.R. NO. XXXX/1 registered as I.R. NO. XXXX/12;
- vi. the Plaintiff do account for rental income regarding House No. XX aforesaid; from 2018 to date and the same be divided on a 90:10 basis in favour of the Plaintiff;
- vii. the Plaintiff be declared to be the absolute owner of Kilifi Land Reference No. XXXX8/18 registered in Volume L.T. 37 folio 217/A, file No. 8734; and
- viii. Title Number Ngong/Ngong/XXXXX be transferred to the Plaintiff's workers.

Defendant's Submissions.

79. The Respondent identified the following as issues to be determined by this court;
- i. What constitutes matrimonial property?
 - ii. What properties constitute matrimonial property in these proceedings?
 - iii. Whether the said House No. XX Dagoretti Road Karen erected on I.R No. XXXX/1 (registered as IR XXXX/12) is matrimonial property?
 - iv. Whether the Plaintiff is entitled to a declaration that a trust was constructed or resulted in respect of Dagoretti Road Karen erected on I.R No. XXXX/1 (registered as IR XXXX/12) by virtue of marriage?
 - v. Whether the Defendant and the Interested Party are liable to pay the sum of Kshs. 48, 552, 218.40 jointly for the alleged improvements made to the property by the plaintiff?
 - vi. Is the plaintiff entitled to rental income collected from tenants in House No. XX?
 - vii. Who bears the costs?
80. On the first issue, the Respondent submits that matrimonial property was defined in the case of *TMV v FMC* [2018] eKLR and Section 6 of the *Matrimonial Property Act* as any property acquired during the subsistence of the marriage. She argued that any property acquired after 24th June 2000 is matrimonial property.
81. On the second issue, it was her submission that Land Reference Numbers XXXX/2 and XXXX/3 (Watamu properties), Plot No. XXXX and XXXX in Ulu Aimi ma Kilungu Ltd, flats in London and Wembley and the motor vehicles KBL XXXX, KAB XXXX and KAV 850 B are matrimonial property but since the same have been disposed of, the applicant should account for them. She argued that although the applicant states that she did not contribute towards the purchase of these properties, she made non-monetary contribution which is recognised and provided under Section 2 of the *Matrimonial property Act*. She relied on the decision of *MW vs AN* [2021] eKLR. It was her



- submission that Kilifi Land Reference Number XXXX8/28 was bought by the applicant and gifted to her. According to her, this property belongs to her and is not matrimonial property. She sought to rely on Section 15 of the *Matrimonial Property Act* and the decision of LIO v AOO [2020] eKLR. She argued that she was agreeable that Ngong/Ngong/XXXXXX should be transferred to the workers.
82. On the third issue on whether House No. XX Dagoretti Road Karen erected on I.R No. XXXX/1 (registered as IR XXXX/12) is matrimonial property, it was her submission that it is not matrimonial property. She argued that the property where the house stands is registered in the name of Goodison Fifty-Nine Limited which is a company where the Respondent and her siblings are shareholders holding the shares in trust for their mother. The property was given to the respondent's mother after her divorce before she transferred it to the company. She argues that this court does not have jurisdiction to deal with this property because it is owned by a company. She relied on the decisions of Omondi v National Bank of Kenya Ltd & others (2001) 1EA and JWC v PBW [2017] eKLR.
 83. On the fourth issue, it was her submission that the applicant has not established that a trust resulted in respect to House No. XX Dagoretti Road Karen by virtue of his marriage to the respondent. She sought to rely on the decision of Schiering v Said & 2 others (Environment and Land Case 144 of 2021) [2024] KEELC 3795 (KLR).
 84. On the fifth issue, it was the respondent's submission that the issue of refunds should be dealt by the Commercial Court. That in any event, the applicant carried out renovations for his benefit and that of his children since he was given the property to live in and was not paying rent. Further, that the sewerage was financed by the interested party in 2003. The Respondent argued that the applicant had not demonstrated how the amount of Kshs. 48, 552,218.40 was arrived at. All his witnesses relied on the attachments prepared from information supplied by the applicant.
 85. On the sixth issue, it was her submission that the applicant is not entitled to a share of the rent in House No. XX Dagoretti Road because he is neither a shareholder in the company nor an investor.
 86. On costs, it was her submission that since the applicant has not proved his case, costs should be awarded to her and the interested party.

Interested Party's Submissions.

87. It was the Interested Party's submission that the property in dispute is registered in the name of a company and the applicant has not demonstrated that he has an interest in the company.
88. It was her submission that this court lacks jurisdiction to issue orders in respect to House No. XX Dagoretti Road which is a property registered in the name of a company. The interested party sought to rely on the decision of NGV v CNV also known as CHM (Matrimonial Cause 6 of 2021) [2022] KEHC 16645 (KLR) where the court held that shares held by the respondent cannot be construed as matrimonial property and cannot be distributed under the Matrimonial Properties Act. The court held that it lacked jurisdiction to grant the reliefs sought. It was further argued that the property was never owned by the applicant or the respondent. The property was registered in the name of Janet Hurt before it was transferred to the interested party.
89. The interested party argues that originating summons are used where facts are not in dispute and the main issue is a question of law. That the Originating Summons was brought under Order 37 Rule 11, 12 and 14 of the Civil Procedure which deals with wills or deeds and trust and therefore, fatally defective. It was submitted further that the suit offends the provisions of Section 3 of the Law of Contract. It was argued that the applicant is seeking orders against the interested party on interest of land which was not written down.



90. It was the interested party's submission that a resulting or constructive trust in respect to house no. XX had not been established by the applicant. It was submitted that the claim of Kshs. 48,652,218 has not been proved and is not founded on a known cause of action. It was argued that special damages must be proved. Reliance was placed on the following decisions on special damages; David Bagine v Martin Bundi [1997] eKLR, George & another v Babu (Civil Appeal E130 of 2023) [2024] KEHC 5986 (KLR) and Ombeti & another v Muthuure (Civil Appeal E006 of 2003) [2024] KEHC 3377 KLR.

Analysis And Determination

91. On considering the pleadings filed herein, the evidence adduced, submissions filed and the relevant law, I deduce the following to be the issues for determination-

- i. What if any are the matrimonial assets on account of the marriage between the Plaintiff and the defendant?
- ii. Following from (i) above what are the respective contributions and shares of the parties herein
- iii. What are the consequential orders that the Court should make?

92. The parties are agreed that the plaintiff and respondent are divorced now but had earlier formalised their marriage on 24th June 2000. The marriage had 2 children. At the outset, the claim against the interested party will fail as whereas the plaintiff seeks for orders against the interested party, the Originating Summons and evidence do not disclose a cause of action against the Interested Party.

93. I will also state at the outset that the voluminous documentation submitted by the applicant in support of his claim for a refund of KSHS 45,552,418 is of no avail on several fronts, I will enumerate a few-

- i. The confirmation from Kilimanjaro Construction Limited dated 25th January 2006 does not state the amount paid.
- ii. The bank statements submitted as proof of payment are not certified by the issuing bank for example;
 - i. I refer to bank statement for the period 1st April 2009 to 16th November 2013 for Distributed Communications Systems Limited. Only the top page is certified.
 - ii. Statement dated 31st March 2005 for Distribution Communication Systems Limited is not certified.
 - iii. The Audited Accounts of Radio Frequencies Limited are not certified
 - iv. The documents that are relied on as proof of payments are majorly internal documents (invoices, payment vouchers, quotations) that required verification of payment, certified copy of bank statements or cheques, that were not availed.

94. The parties contend that the following assets should be considered as matrimonial property;

- i. House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 registered as I.R NO. XXXX/12
- ii. Kilifi Land Reference NO. XXXX/18
- iii. Watamu- Two plots Land reference Number XXXX/2 and Land reference Number XXXX/3
- iv. Plot No. XXXX and XXXX in ulu, Aimi Ma Kilungu Limited



- v. Ngong Property Title Number Ngong/ Ngong/ XXXXXX
 - vi. Henley – Flat X Brakspear, New Street, Henley on Thames, Oxfordshire
 - vii. London Flat London- Ground floor flat, XX Hemdon Road, London SW 18 2DDQ Title Number XXXXXXXX⁴ (Leasehold)
 - viii. Range Rover KBL XXXXXX
 - ix. Range rover KAB XXXXXX
 - x. Audi Convertible
 - xi. Toyota VX KAV XXXX
 - xii. Speed Boat worth USD 30000/-
 - xiii. Shares in Hellos Tower Africa Limited
95. The law is clear on what comprises matrimonial property. Section 6(1) of the [*Matrimonial property Act*](#) defines, matrimonial property to mean
- a. the matrimonial home or homes;
 - b. household goods and effects in the matrimonial home or homes;
 - c. any other immovable and movable property jointly owned and acquired during the subsistence of the marriage
- (2) Despite subsection (1), trust property, including property held in trust under customary law, does not part of matrimonial property.
96. Section 2 of the Act defines the matrimonial home to be ‘any property that is owned or leased by one or both spouses and occupied or utilised by the spouses as their family home, and includes any other attached property. (Emphasis added)
97. Section 9 of the Act provides that ‘where one spouse acquires property before or during the marriage and the property acquired during the marriage does not become matrimonial property, but the other spouse contributes towards the improvement of the property, the spouse who contributes acquires a beneficial interest in the property equal to the contribution made. (Emphasis Supplied)
98. I will first exclude the following properties-
- i. Henley – Flat X Brakspear, New Street, Henley on Thames, Oxfordshire
 - ii. London Flat London- Ground floor flat, 13 Hemdon Road, London SW 18 2DDQ Title Number XXXXXXXX⁴ (Leasehold) as both are situated outside of the jurisdiction of this Court.
99. I will also exclude the following assets as the respondent does not deny that they were solely purchased by the Applicant. Section 13 safeguards the separate property of spouses underlining that marriage does not affect the ownership of property except for matrimonial property. For the defendant to have acquired an interest in the properties she not only had to demonstrate that the properties were acquired during the marriage but also that she had contributed to the acquisition.
- i. Range Rover KBL XXXXXX
 - ii. Range rover KAB XXXXXX



- iii. Audi Convertible
 - iv. Toyota VX KAV XXXX
 - v. Speed Boat worth USD 30000/-
 - vi. Shares in Hellos Tower Africa Limited. (this particular asset is not sufficiently described anyway to allow for a determination whether or not it comprises matrimonial property)
100. The parties are agreed that the property Title Number Ngong/ Ngong/ XXXXX was purchased by the Plaintiff for the benefit of the domestic workers and that the defendant should pass it on to the intended beneficiaries. Evidence was led confirming that the workers live on the subject parcel. This evidence was not controverted.
101. With regard to Kilifi Land Reference No. XXXX8/18, the defendant states that the same was purchased as a gift to her, ultimately the sons are the beneficiaries. The plaintiff's position is interesting, he contends that the property is held by the Plaintiff for the benefit of the two children of the marriage. This averment by him removes the property from the purview of the *Matrimonial Property Act* as by his own admission the property is held in trust. It is not on him to enforce the trust but rather the sons whom it is contended have a beneficial interest.
102. This brings us to the property House No. XX Dagoretti Road Karen. The first issue to determine is whether it was a matrimonial home within the meaning of the *Matrimonial Property Act*. Section 2 requires that the property is owned or leased by one or both spouses and that it is occupied or utilized by the spouses as their family home. (Emphasis Supplied)
103. For the property to qualify as a matrimonial home or property it is critical to establish that the spouses have acquired the property, either by owning, or leasing it or having an interest transferred to them by law. The Plaintiff adduced evidence that by 'deed' dated 10th May 2005, Janet Elizabeth Hurt passed on a beneficial interest to him. Janet Hurt denied executing such a document and poked holes into its authenticity which I must find so perforate the claim as to cause it to sink.
104. The document does not describe the property. There are 2 versions of the document. One that is unsigned attached to affidavit sworn on 22nd February 2017 and the other supplementary affidavit sworn on 5th October 2022. The second 'deed' has the signature placed more than an inch below the main document and on a second page separate from the deed itself. What renders the document useless for the purposes intended by the plaintiff is that it is not registered in accordance with the mandatory provisions of Section 4 of the *Registration of Documents Act*. The property was therefore not acquired within the meaning of the *Matrimonial Property Act*, and cannot therefore comprise either the matrimonial home or matrimonial property as envisaged under the Act
105. It is not contested that the property was not owned by either of the parties. It was initially registered in the name of Janet Hurt, the mother to the defendant and at the time of lodging the claim it was registered in the name of Goodison Fifty-Nine Limited. The scope of the *Matrimonial Property Act*, as set out in the Long title is to provide for the rights and responsibilities of spouses in relation to matrimonial property and for connected purposes. (Emphasis Supplied) Third parties are involved in disputes when property is sold, mortgaged, or charged without spousal consent and when disputes involve estates (like a trustee in bankruptcy or an executor).
106. In the alternative the plaintiff seeks a reimbursement of his contribution to the improvements that he made to the property. Section 9 which deals with the right to claim contribution is categorical that the spouse against whom contribution is claimed must have acquired an interest. As stated above it is



common ground that the defendant does not have a stake in the ownership of the property, House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1. The same is currently owned by Goodison Fifty-Nine Limited in which she holds shares. The Plaintiff was categorical that he did not contribute to the acquisition of the shares in the company and that he is not staking an interest in the Company.

107. Where does that leave us, except to find that the Plaintiff, has lodged his claim for the property House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 in the wrong forum, His claim can only be lodged against the proprietor of House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 having found that the said property does not comprise matrimonial property.
108. In the end these are the Orders that lend themselves;
- i. The Property House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 does not comprise matrimonial property
 - ii. The defendant does not hold a constructive or resulting trust in respect of House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 to be construed from the shares that she holds in Goodison Fifty-Nine Limited
 - iii. Property Kilifi Land Reference NO. XXXX/18 is a gift to the defendant and therefore does not comprise matrimonial property. The question of enforcement of the trust in favour of SWH and TJH of Kenyan is outside the scope of the *Matrimonial Property Act*
 - iv. Title Number Ngong/ Ngong/ XXXXX does not comprise matrimonial property. The parties are agreed that the defendant is holding it in trust for the domestic workers. The enforcement of the trust is outside the scope of the *matrimonial property Act*.
 - v. The following properties do not comprise matrimonial property, they are the sole property of the Plaintiff.
 - a. Watamu- Two plots Land reference Number XXXX/2 and Land reference Number XXXX/3
 - b. Plot No. XXXX and XXXX in ulu, Aimi Ma Kilungu Limited
 - c. Henley – Flat 3 Brakspear, New Street, Henley on Thames, Oxfordshire
 - d. London Flat London- Ground floor flat, 13 Hemdon Road, London SW 18 2DDQ Title Number XXXXXXXX4 (Leasehold)
 - e. Range Rover KBL XXXXX
 - f. Range rover KAB XXXXX
 - g. Audi Convertible
 - h. Toyota VX KAV XXXX
 - i. Speed Boat worth USD 30000/-
 - j. Shares in Hellos Tower Africa Limited
 - vi) on account of the foregoing prayer 7, 8 and 9 of the Originating Summons must fail.
 - vii) It goes without saying that the Plaintiff is at liberty to enter the suit property on a date and time to be agreed upon with the defendant and collect the moveable assets that he considers are his.
 - viii) Consequently the Originating Summons fails in its entirety.



- ix) Having found that the plaintiff does not have an enforceable right in relation to the property House No. XX Dagoretti Road Karen erected on I.R NO. XXXX/1 registered as I.R NO. XXXX/12 any restrictions placed by him to be removed forthwith.
- x) Given that this is a family matter there shall be no order as to costs
- xi) Any party exercising their right of appeal to do so within 30 days from the date hereof

SIGNED DATED AND DELIVERED IN VIRTUAL COURT THIS 16TH DAY OF OCTOBER, 2025.

P. M. NYAUNDI

JUDGE

In the presence of :

Fardosa Court Assistant

Ms. Ndirangu for Respondent

Ndenga for Plaintiff

Rubeena Dar

Payal Dave holding brief James Singh for Interested Party

