



Crissam Acres Limited v CFC Stanbic Bank Limited & another (Commercial Case 261 of 2015) [2025] KEHC 2439 (KLR) (Commercial and Tax) (7 February 2025) (Judgment)

Neutral citation: [2025] KEHC 2439 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAIROBI (MILIMANI COMMERCIAL COURTS)
COMMERCIAL AND TAX
COMMERCIAL CASE 261 OF 2015
MN MWANGI, J
FEBRUARY 7, 2025**

BETWEEN

CRISSAM ACRES LIMITED PLAINTIFF

AND

CFC STANBIC BANK LIMITED 1ST DEFENDANT

MAURICE OMUSEE BUSURU 2ND DEFENDANT

JUDGMENT

1. The plaintiff instituted this suit vide a plaint dated 29th May 2015 and filed on the same day against the defendants, seeking judgment against them as hereunder -
 - a. A declaration that the negative credit score listing of the plaintiff at the instance of the 1st defendant for the loan obligations of the 2nd defendant is illegal, malicious, null and void ab initio;
 - b. A mandatory order of injunction compelling the 1st defendant (CFC Stanbic Bank) to review the negative credit score listing from 594 - EE to No Negative Score and effect the removal of the plaintiff's name from the said listing;
 - c. An order compelling the 1st defendant to cancel, close and or delete the loan account and or loan agreement in No. 01000xxxxxxx or any other account operated by the 2nd defendant in the name of Crissam Acres Limited;
 - d. An order restraining the 2nd defendant, his agent, servant or representative from using the plaintiff's name and good reputation to obtain, negotiate or facilitate any business or contractual obligations in the name of or on account of the plaintiff;



- e. A refund of the full sum the plaintiff has paid on account of purchase of the said motor vehicle KBN 808A or in the alternative the immediate return and surrender by the 2nd defendant of the said vehicle to it;
 - f. An order for General damages including loss of credit-worthiness and business opportunities and for defamation;
 - g. Aggravated or exemplary damages; and
 - h. Costs of the suit.
2. The plaintiff's case is that the 2nd defendant herein instituted HCCC No. 232 of 2014 against it and the 1st defendant, seeking to take possession of motor vehicle registration No. KBN 808A and to continue repaying the asset finance loan. The plaintiff stated that it purchased the said vehicle through a hire purchase facility from the 1st defendant, but the 2nd defendant later took possession of it and refused to return it. It further stated that the said vehicle was subsequently repossessed by the 1st defendant for non-payment of the loan. The plaintiff stated that the Court in HCCC No. 232 of 2014 issued interim orders directing the 2nd defendant to continue making the requisite loan repayments pending the determination of the said suit. The plaintiff asserted that it did not participate in the said suit since the 2nd defendant never served it with Summons.
 3. It was stated by the plaintiff that the loan account it used to obtain the asset finance facility being loan account agreement No. 0100xxxxxxxxx expired in December 2014, but the 1st defendant illegally rescheduled it to April 2016 without its knowledge and/or consent for the 2nd defendant's benefit. The plaintiff claimed that the 1st defendant illegally opened a new Loan Account Agreement No. 01000xxxxxxxxx in the name of the plaintiff but operated by the 2nd defendant. The plaintiff further stated that the 2nd defendant failed to pay the loan as directed by the Court in HCCC No. 232 of 2014, thereby causing the plaintiff to be negatively listed at the Credit Reference Bureau at the 1st defendant's instance for an outstanding loan of Kshs.730,361.00 and as a result, it has suffered loss and damage.
 4. In opposition to the plaintiff's suit, the 1st defendant filed a statement of defence dated 20th January 2021 denying all the averments in the plaintiff's plaint. The 1st defendant stated that HCCC No. 232 of 2014 did not prevent it from enforcing its rights under the Hire Purchase Agreement. The 1st defendant stated that it approved a hire purchase facility for the plaintiff in respect to the suit motor vehicle, with the said vehicle being registered jointly in its name, and in the name of the plaintiff, as security. The 1st defendant alleged that the plaintiff made irregular payments, and in a letter dated 28th May 2014, it admitted its inability to service the facility, and requested the 1st defendant to repossess the vehicle. The 1st defendant claimed that it engaged the 2nd defendant as the plaintiff's agent based on the plaintiff's letter dated 6th June 2014.
 5. The 1st defendant maintained that while HCCC No. 232 of 2014 ordered the release of the suit motor vehicle to the 2nd defendant and for the 2nd defendant to continue making payments, it did not mandate the opening of a new facility for the 2nd defendant or canceling of the plaintiff's existing facility. Further, that since loan account No. 0100xxxxxxxxx expired in December 2014, rebooking required recapitalizing arrears of Kshs.747,588.50 as at 29th January 2015, which could not be done in the expired account. The 1st defendant emphasized that HCCC No. 232 of 2014 was dismissed, thereby keeping the Hire Purchase Agreement and related rights intact. It contended that the plaintiff's listing with the Credit Reference Bureau was a standard banking practice and that delisting would only occur upon full loan repayment.



6. The 1st defendant asserted that the plaintiff is not entitled to the orders sought because it entered into an Agreement with the 2nd defendant regarding the suit motor vehicle without the 1st defendant's knowledge or consent. Additionally, that the plaintiff terminated the Hire Purchase Agreement without disclosing that it no longer had possession of the suit motor vehicle and failed to service the loan. The 1st defendant contended that the plaintiff assigned its obligations under the loan facility to an unrelated party without the 1st defendant's approval.
7. From the record, it is evident that the 2nd defendant did not participate in these proceedings as he never entered appearance in this suit. This matter proceeded to hearing where both the plaintiff and the 1st defendant called one witness each, in support of their cases.

Plaintiff's Case.

8. Ms Christine Mwangi testified as PW1. She adopted her witness statement dated 29th May 2015 as her evidence in chief and produced the documents contained in the plaintiff's list and bundle of documents dated 29th May 2015 as plaintiff exhibit Nos. 1 to 13. She testified that the plaintiff obtained a loan facility from the 1st defendant to purchase motor vehicle registration No. KBN 808A under Loan Agreement No. 0100xxxxxxxx, which expired in December 2014. She contended that until 2014, the plaintiff had been repaying the said loan by depositing cheques into the 2nd defendant's account for onward payment to the 1st defendant. She stated that after the 2nd defendant left the plaintiff's engagement, he continued using the vehicle but the plaintiff was unable to continue repaying the loan, leading to repossession by the 1st defendant.
9. She stated that the 2nd defendant filed HCCC No. 232 of 2014, seeking to be declared as the bonafide owner of the suit motor vehicle and to have the said vehicle registered in his name. That the 2nd defendant also filed an application seeking to have the suit motor vehicle released to him and permission to continue making repayments towards payment of the hire purchase facility, which application was allowed in a ruling delivered on 17th October 2014. PW1 asserted that as a result of that ruling, the plaintiff was no longer responsible for the said loan facility. Ms Mwangi stated that the plaintiff was not served with Summons in the said case thus it could not participate in the proceedings therein.
10. It was PW1's evidence that in January 2015, the plaintiff applied for a Kshs.4,000,000/= overdraft from Co-operative Bank, but the application was declined due to a negative Credit Reference Bureau listing caused by a defaulted loan of Kshs.730,361.00 from the 1st defendant. She testified that upon inquiry, PW1 discovered that the loan had been rescheduled, a new account opened in the plaintiff's name. She indicated that the said account was being operated by the 2nd defendant, and that the facility had been extended to April 2016. She stated that in a letter dated 13th May 2015 by the 1st defendant's Advocates on record, the 1st defendant confirmed that the application to reschedule the loan was done by the 2nd defendant despite him not being a Director of the plaintiff company, and without following the proper Central Bank of Kenya procedures. She further stated that the 1st defendant failed to notify her of the 2nd defendant's default or the plaintiff's listing with the CRB.
11. During cross-examination, Ms Mwangi confirmed that the Loan Agreement was solely between the plaintiff and the 1st defendant, and that the plaintiff had only authorized the 2nd defendant to use the suit motor vehicle as an agent. She stated that the plaintiff had been paying the loan until the ruling of 17th October 2014, which allowed the 2nd defendant to make payments. She acknowledged that under Clause 2L of the Loan Agreement, the plaintiff was prohibited from parting with possession of the vehicle, and under Clause 2M, it could not transfer possession to another party. She asserted that after delivery of the aforesaid ruling, the 2nd defendant should have rescheduled the loan in his own name



rather than in the plaintiff's name. She also noted that the said ruling did not specify a timeline for the 2nd defendant to complete repayment. She asserted that the plaintiff had authorized the 2nd defendant to use the vehicle and it had informed the 1st defendant of that arrangement.

12. In re-examination, PW1 stated that the suit motor vehicle was in the 2nd defendant's custody when he was using it but he did not own it. She emphasized that the plaintiff did not breach the Hire Purchase Agreement, and that the vehicle was in possession of the 1st defendant as at the time the ruling of 17th October 2014 was delivered.
13. On being examined by the Court, PW1 stated that the plaintiff had surrendered the suit motor vehicle to the 1st defendant since it was of the view that it would not be able to repay the loan, and asked the 1st defendant to sell it.

1st Defendant's Case.

14. Ms Peninah Mageto testified as DW1. She produced the documents contained in the 1st defendant's list and bundle of documents dated 18th February 2021 as defence exhibit Nos. 1 to 8. DW1 testified that the Hire Purchase Agreement was solely between the plaintiff and the 1st defendant. She further testified that the loan was set to mature in December 2014, but an outstanding balance remained, leading to its recapitalization and restructuring into a new loan account with additional amounts. She further testified that despite some payments having been made, the full balance was never cleared. She stated that the plaintiff was listed with the Credit Reference Bureau due to its failure to repay the loan. Additionally, that the plaintiff neither informed the 1st defendant that the security was being taken up by someone else, nor did it request any compromise on the hire purchase loan.
15. During cross-examination, Ms Mageto stated that recapitalization and restructuring of a loan can be done without involving a customer. She confirmed that after the ruling of 17th October 2014, the 2nd defendant was the one making the payments. She contended that in as much as there was a request by the 2nd defendant to restructure the loan, the 1st defendant did not act on it. She testified that it is a requirement to notify a customer before listing him/her with the Credit Reference Bureau. She agreed that she had not produced the letter notifying the plaintiff of the said intention. She stated that the 1st defendant was unable to trace the suit motor vehicle despite the fact that it knew the 2nd defendant had possession of it. She confirmed that the plaintiff was never directly notified about the default in payment.
16. In re-examination, she stated that the 1st defendant did not appeal from the ruling of 17th October 2014. She further stated that in the letter dated 13th May 2015, the 1st defendant's Advocates on record informed the plaintiff's Advocates that the plaintiff's account was in arrears.
17. After close of the plaintiff's and the defendants' cases, the Court directed parties to file written submissions. The plaintiff's submissions were filed on 22nd July 2024 by the law firm of Odera Were Advocates, while the 1st defendant's submissions were filed on 29th July 2024 by the law firm of Wainaina Ileri Advocates LLP.
18. Mr. Were, learned Counsel for the plaintiff cited the provisions of Section 25(1) of the Credit Reference Bureau Regulations, 2013 and submitted contrary to the said provisions, the 1st defendant never notified the plaintiff of its intention to list its name with the Credit Reference Bureau. He contended that the plaintiff's listing was not done in accordance with the law. He relied on the decisions made in *Gulf African Bank Limited v Atticon Limited & 4 others (Commercial Case E086 of 2019)* [2023] KEHC 18241 (KLR), and *Impulse Developers Company Limited v Barkat Developers Limited & 6 others (Civil Case 469 of 2007)* [2023] KEHC 24302 (KLR), and submitted that by restructuring of



the loan in the plaintiff's name without the plaintiff's knowledge and/or consent, and at the instance of the 2nd defendant, the 1st defendant acted negligently.

19. On the question of defamation, Counsel relied on the Halsbury's Laws of England 4th Edition Volume 28 and the case of Elisha Ochieng Odhiambo v Booker Ngesa Omole [2021] eKLR, and argued that the plaintiff's reputation was injured due to the conduct of the 1st defendant hence the 1st defendant is liable to the plaintiff for damages.
20. Ms Kariuki, learned Counsel for the 1st defendant relied on the case of Tolhurst v Associated Portland Cement Manufacturers [1900] Ltd: 1902 2 KB 660 cited by the Court in Exclusive Estates Limited v Telkom Kenya Limited & another; Afraco Limited (Interested Party/Applicant) [2021] eKLR, and submitted that the general rule is that a contract cannot impose obligations or confer rights on non-parties. She stated that in this case, the Hire Purchase Agreement was exclusively between the plaintiff and the 1st defendant, with the 2nd defendant being merely a witness.
21. She submitted that under the Agreement, the plaintiff was solely responsible for fulfilling all obligations, including loan repayments, and as such, the 2nd defendant, being a stranger to the contract cannot be held responsible for the plaintiff's obligations without the 1st defendant's consent. Counsel referred to the letter dated 6th June 2014 and asserted that any payment made by the 2nd defendant was made on behalf of, and under the instructions of the plaintiff. She argued that in the absence of any notice of revocation of the agency relationship between the plaintiff and 2nd defendant, the plaintiff is liable for any action taken by its agent, as the 1st defendant was justified in believing that such agency continued to exist. To buttress her submissions, Counsel relied on the case of Ecobank Kenya Limited v Bobbin Limited & 2 others [2014] eKLR. She prayed for the suit against the 1st defendant to be dismissed.

Analysis and Determination.

22. I have considered the evidence adduced in line with the pleadings filed, as well as the written submissions by Counsel for the parties. The issue that arises for determination is whether the plaintiff is entitled to the reliefs sought.
23. It is not in contest that the 1st defendant and the plaintiff got into a Hire Purchase Agreement for the purchase of the suit motor vehicle. From the evidence adduced, upon purchase of motor vehicle Registration No. KBN 808A, the plaintiff authorized the 2nd defendant to use and be in possession of the said vehicle as an agent of the plaintiff while the plaintiff continued making payments towards the said facility. PW1 testified that the said payments were being made by the plaintiff depositing cheques into the 2nd defendant's account for onward payment to the 1st defendant. She further testified that when the 2nd defendant left the plaintiff's employment, he left with the vehicle thus the plaintiff was unable to continue making payments towards repayment of the facility.
24. On being examined by the Court, PW1 stated that the plaintiff had surrendered the suit motor vehicle to the 1st defendant since it was of the view that it would not be able to repay the loan and had asked the 1st defendant to sell it. The foregoing statement was not rebutted by the 1st defendant in evidence. To the contrary, it was corroborated by the letters dated 28th May 2014 and 6th June 2014 addressed to the 1st defendant by PW1, and produced by PW1 in support of the plaintiff's case.
25. From the record, the plaintiff and the 1st defendant concur that the 2nd defendant filed HCCC No. 232 of 2014, seeking to be declared as the bonafide owner of the suit motor vehicle and to have the vehicle registered in his name. In the said suit, the 2nd defendant filed an application seeking to have the suit motor vehicle released to him and permission to continue making repayments towards payment



of the hire purchase facility, which application was allowed in a ruling delivered on 17th October 2014. It is evident from the record that by the time HCCC No. 232 of 2014 was filed, the plaintiff had surrendered possession of the said vehicle to the 1st defendant on account of it being unable to service the loan, and asked the 1st defendant to take the necessary action. Following the said request, the 1st defendant repossessed the suit motor vehicle leading to the 2nd defendant instituting HCCC No. 232 of 2014.

26. The plaintiff's position is that having surrendered the suit motor vehicle to the 1st defendant and following the ruling of 17th October 2014, where the Court ordered release of the said vehicle to the 2nd defendant, and directed him to continue making payments for the vehicle, the plaintiff was discharged from any responsibility and/or liability in respect to the hire purchase facility and the suit motor vehicle. The 1st defendant on the other hand contends that since the Hire Purchase Agreement was exclusively between the plaintiff and the 1st defendant, and in view of PW1's letter dated 6th June 2014, all payments made by the 2nd defendant towards the suit motor vehicle and the hire purchase facility were made on behalf of the plaintiff under its instructions.
27. I will first address the letter dated 6th June 2014 and whether its contents mean that any payments made by the 2nd defendant post the ruling of 17th October 2014 were made on the instructions of the plaintiff and on its behalf. It is worth noting that the said letter is written in past tense, this in my view refers to payments made on or before 6th June 2014. It is therefore not correct for the 1st defendant and/or its Counsel on record to conclude that payments made by the 2nd defendant post the ruling of 17th October 2014 were made on the instructions of the plaintiff and on its behalf.
28. On perusal of the Hire Purchase Agreement produced by PW1 as exhibit No.2, I note that Clause 3(a) provides that –

The Hirer may at any time terminate the hiring by giving notice of termination in writing to the owners and by returning the Vehicle(s)/Equipment in good order repair and condition at his own risk cost and expense to the owners at the address appointed or directed by them together with all necessary licenses, Registration Books, or Certificates, Insurance Policy and other documents relating to the Vehicle(s)/Equipment. (Emphasis added).
29. In view of the above Clause and communication from the plaintiff to the 1st defendant, it is my finding that the plaintiff terminated the Hire Purchase Agreement vide the letters dated 28th May 2014 and 6th June 2014, and it signified the said termination by surrendering the suit motor vehicle to the 1st defendant before the institution of HCCC No. 232 of 2014. It is therefore my finding that the plaintiff discharged its rights, duties and/or responsibilities arising from the said Agreement in respect to the suit motor vehicle. In the premise, and pursuant to the provisions of Clause 8 of the Hire Purchase Agreement, the 1st defendant was at liberty to do with the suit motor vehicle as it pleased.
30. I note that HCCC No. 232 of 2014 was instituted by the 2nd defendant on his own behalf, and release of the suit motor vehicle to the 2nd defendant was done by the 1st defendant following a ruling delivered by the Court in HCCC No. 232 of 2014. I further note that the 1st defendant never expressed its dissatisfaction with the said ruling. Instead, it started receiving money for payment of the suit motor vehicle from the 2nd defendant. The 1st defendant can therefore not turn around and pursue the plaintiff for payment of the suit motor vehicle on the strength of a terminated Hire Purchase Agreement. It should have gone back to the Court that gave release orders for recourse against the 2nd defendant. It is also had the right to sell the suit motor vehicle to recover outstanding payments. No evidence was adduced to show the final outcome of HCCC No. 232 of 2014, other than the 1st defendant's Counsel



mentioning in his client's opening address that the case was dismissed for want of prosecution. That however, does not constitute evidence as it is a statement from the bar.

31. In view of the analysis I have made, it is my finding that all actions by the 1st defendant against the plaintiff in respect to the Hire Purchase Agreement and the suit motor vehicle post the letters dated 28th May 2014 and 6th June 2014, and surrender of the said vehicle to the 1st defendant including negatively listing the plaintiff with the Credit Reference Bureau (CRB) were not only unjustified, but were also illegal. In the premise, I am persuaded that the plaintiff has made out a case for being granted prayer Nos. (a), (b) & (c) as sought in the plaint dated 29th May 2015.
32. As to whether the 2nd defendant should be restrained from using the plaintiff's name to negotiate and/or facilitate any business or contractual obligations in the name of, or on account of the plaintiff, I am not persuaded that the plaintiff has made out a case for being granted the said order. The plaintiff has not demonstrated that the 2nd defendant has used its name to negotiate and/or facilitate any business or contractual obligations in the name of, or on account of the plaintiff. It is noteworthy that even when approaching the 1st defendant for restructuring on how to repay the balance of the purchase price of the suit motor vehicle, the 2nd defendant in his letter dated 26th January 2015 produced as plaintiff exhibit No. 3, approached the 1st defendant on his own behalf and not on behalf of the plaintiff.
33. The prayer for a refund of the full sum paid by the plaintiff on account of purchase of the suit motor vehicle or return and/or surrender of the suit vehicle to the plaintiff is untenable in view of the finding that the plaintiff terminated the Hire Purchase Agreement on account of its inability to continue servicing the facility, and requested the 1st defendant to repossess it and take the necessary action. Granting such an order would lead to unjust enrichment of the plaintiff.
34. Having found that all actions by the 1st defendant against the plaintiff in respect to the Hire Purchase Agreement and the suit motor vehicle post the letters dated 28th May 2014 and 6th June 2014 and surrender of the suit vehicle to the 1st defendant were unlawful, it is my finding that the 1st defendant acted negligently by listing the plaintiff negatively with the CRB. Given the said circumstances, I am persuaded that the plaintiff is entitled to an award of damages for loss of credit worthiness and business opportunities.
35. The plaintiff has however not demonstrated the actual loss suffered as a result of the negative listing but it has by way of evidence demonstrated that sometime in the year 2015, it was unable to restructure its overdraft facility with the Co-operative Bank of Kenya as a result of inter alia, its negative listing with the CRB. It is evident from the record that despite the fact that the plaintiff reached out to the 1st defendant with the aim of removing its name from the CRB, the 1st defendant being fully aware that the Hire Purchase Agreement between it and the plaintiff had been terminated, in a letter dated 13th May 2015, it indicated to the plaintiff's Counsel that the 1st defendant could not review the plaintiff's listing until the account was settled in full.
36. In the case of *Reuben Kioko Mutyane v Kenya Commercial Bank Limited; Transunion t/a Credit Reference Bureau Africa Limited (Interested Party)* [2020] KEHC 242 (KLR), the Court awarded the sum of Kshs.400,000/= as damages for wrongful listing with the CRB. In the said case, the plaintiff had been listed with a CRB and could not secure a loan facility of Kshs.700,000/= from Trans-National Bank and another one of Kshs.6,500,000/= from Housing Finance Corporation. Further, in *Mburu v Cooperative Bank of Kenya Limited & another* [2024] KEHC 10303 (KLR), the Court in awarding



the plaintiff therein Kshs.3,500,000/= in general damages for wrongful listing and Kshs.2,000,000/= general damages for defamation held that –

Considering the conduct of the 1st Defendant leading to unjustified and negligent listing of the Plaintiff and refusal to remedy this action even upon information by the Plaintiff, having considered relevant case law on the awards of damages for loss of similar nature I come to the conclusion that a sum of Kshs.3,500,000/- would be fair and sufficient, to remedy the loss and damage.

Keeping the above authority in mind, I opine that an award of Kshs.2,000,000/ would adequately compensate the plaintiff as the malicious listing exposed him to be denied credit by two banks on a total of three occasions.

37. In the circumstances of this case, I am of the considered view that an award of Kshs.2,000,000/= as general damages for wrongful listing with the CRB would suffice.
38. As to whether the plaintiff should be awarded damages for defamation, I am not persuaded that I should do so. This Court notes that in as much as the plaintiff's negative listing with the CRB affected its chances of restructuring its overdraft facility with the Co-operative Bank, the said listing was not the only reason. The Co-operative bank listed two other reasons why the plaintiff's application was not successful. The plaintiff cannot therefore rely on this ground alone to move this Court to award it damages for defamation.
39. Taking into account the 1st defendant's conduct of failing to be remorseful, apologize and delist the plaintiff from the CRB, and the facts of this case, I am of the view that this is a proper case for the grant of exemplary and aggravated damages. Exemplary and aggravated damages were defined by the English Court of Appeal in the case of *John v MG Ltd.*[1996] I ALL E.R. 35, cited by the Court of Appeal in *Ken Odondi, Wachira Waruru & Standard Limited v James Okoth Omburah T/A Okoth Omburah & Company advocates* [2013] KECA 252 (KLR) as follows –
-Exemplary damages on the other hand had gone beyond compensation and are meant to “punish” the defendant. Aggravated damages will be ordered against a defendant who acts out of improper motive e.g where it is attracted by malice; insistence on a flurry defence of justification or failure to apologize.
40. In this case, I am of the considered view that an award of Kshs.500,000/= in exemplary and aggravated damages would be fair and sufficient.
41. In the end, this Court finds that the plaintiff's suit is partly successful. Section 27 of the *Civil Procedure Act* provides that costs follow the event. The 1st defendant shall bear 2/3 of the costs of the suit herein.
42. In the upshot, this Court enters judgment in favour of the plaintiff against the 1st defendant as hereunder -
- i. A declaration is hereby issued that the negative credit score listing of the plaintiff at the instance of the 1st defendant for the loan obligation of the 2nd defendant is illegal, malicious, null and void ab initio;
 - ii. A mandatory order of injunction is hereby issued compelling the 1st defendant (CFC Stanbic Bank Limited) to review the negative credit score listing from 594 - EE to No Negative Score and effect the removal of the plaintiff's name from the said listing;



- iii. An order is hereby granted compelling the 1st defendant to cancel, close and or delete the loan account and or loan agreement in No. 01000xxxxxxx or any other account operated by the 2nd defendant in the name of Crissam Acres Limited that relates to this case;
- iv. General damages for Kshs.2,000,000/= for wrongful listing with the CRB are hereby awarded to the plaintiff as against the 1st defendant;
- v. Aggravated and exemplary damages of Kshs.500,000/= are awarded to the plaintiff as against the 1st defendant;
- vi. 2/3 of the costs of the suit herein shall be borne by the 1st defendant and are awarded to the plaintiff;
- vii. Interest is awarded in (iv) & (v) above at Court rates from the date of judgment until payment in full.

It is so ordered.

**DATED, SIGNED AND DELIVERED AT NAIROBI ON THIS 7TH DAY OF FEBRUARY, 2025.
JUDGMENT DELIVERED THROUGH MICROSOFT TEAMS ONLINE PLATFORM.**

NJOKI MWANGI

JUDGE

In the presence of:

Mr. Were for the plaintiff

Mr Mwai Muthoni h/b for Ms Kariuki for the defendant

Ms B. Wokabi – Court Assistant.

