IN THE HIGH OF THE UNITED REPUBLIC OF TANZANIA
MOSHI SUB- REGISTRY
AT MOSHI

MISC. CIVIL CAUSE NO. 3 OF 2023

IN THE MATTER OF THE COMPANIES ACT,2002

AND

IN THE MATTER OF PETITION FOR WINDING UP

BETWEEN

MAPATO B.V:……..PETITIONER

VERSUS

VASSO AGROVENTURES LIMITED:……RESPONDENT

JUDGMENT

12th December 2023 & 22nd February 2024

A.P.KILIMI, J.:

This is a winding up petition filed by **Mapato B.V.** hereinafter "Petitioner" moving this court under sections 279(1)(d), (e) and 281 of the Companies Act, Cap 212 of the Laws of Tanzania, praying the following orders:

(a) This Court to intervene for the interest of justice to issue a Winding up order of **VASSO AGROVENTURES LIMITED**.
(b) A Liquidator be appointed forthwith.
(c) Any other and further orders, this court may deem just and equitable to grant.

The statements of the petition were verified by an affidavit sworn by Adrianus Johannis Baart, the Director and Principal Officer of the Petitioner company, who acknowledged the statements of this petition are true according to his information. This petition was strongly disputed by the respondent one Alphonsus Nijenhuis by his duly sworn affidavit as one of the shareholders and director of the Respondent.

The background gave rise to this petition discerned from pleading, albeit in brief, is to the effect that; **Vasso Agroventures Limited** is company dully incorporated on 19th Day of September, 2003 with incorporation number 46939, this company was established for dealing in agriculture, producing cuttings of potted and all other related activities. The Petitioner is a legal person resides and incorporated in Netherlands, led by director mentioned above, who is also one of the two Directors and shareholder of the Respondent hereinabove. The other Director of the said company is Adrianus Johannis Baart mentioned above. Each of them holds 50% shares of the respondent company.

According to the report of the directors of the Respondent company for the year ended 31/12/2021 which was signed by both directors, shows

that Directors still serving Vasso Agroventures Ltd, "the respondent" are still two Adrianus Johannis Baart, who is also the Director and Principal Officer of the Petitioner company, and the other is Alphonsus H.B.M. Nijenhuis who is also the Managing Director of the Respondent.

The respondent and the petitioner entered into a loan agreement on 1st day of February 2021 for Euro one million Two Hundred Thousand €1,200,000 for the interest rate of 6% and due on a monthly basis starting from 31stJanuary 2023. The petitioner and the respondent then executed their first addendum on 02nd March 2022 and agreed that the loan of Euro € 1,200,000 be reduced to Euro 1,000,000 only. On 26th October 2022 the parties further executed their third addendum that the amount to be further reduced from Euro 1,000,000 to Euro 799,111 and then the reducedamount of Euro 200,899 be converted into shares and be issued to the petitioner.

The petitioner later discovered that the respondent had failed and refused to repay the principal loan amount accrued and unpaid interest despite several follow ups and he has also refused to follow the third addendum to the loan agreement by failing to reduce the loan from Euro 1,000,000/= to Euro 799,111/= and converting the reduced amount into shares for the petitioner. The petitioner further presented that the

respondent had failed to repay the financing Euro 65,000/= which was advanced by the Petitioner to finance its crucial production inputs and salaries. The petitioner further claimed that according to audited financial Statement for the financial Year ended on 31st December 2021 the value of the respondent's assets was less than the amount of its liabilities.

The petitioner further has revealed that the respondent has an outstanding debt due to NSSF and other various suppliers such as Tria Chem(T) Limited, therefore, the respondent is unable to pay its debts due to her value of assets being less than its liabilities but also the petitioner and his fellow shareholder were in a serious deadlock of misunderstandings that they cannot even convene a statutory meeting or make decisions.

In his part, the respondent disputed strongly the above and averred that he has been operating profitably for the last five years and all money borrowed from the shareholders has been directed in the operation of the company. The respondent further contended that the financial audit reports for the previous year have shown company assets to exceed its labilities, also the valuation report done in November 2022 shows the respondent assets to be Tshs 6,000,000,000/= which was far away with the company liabilities which was at Tshs. 4,900,000,000/=. But also, the respondent

contended that he has managed to pay taxes, employees and rent without fail.

Before the hearing of the Petition, Mr. Moses Mmbando advocate representing the Petitioner informed this court that he had complied with the legal requirements by publishing the petition under Rule 99 of the Companies Insolvency Rules, 2005 which he did via the Gurdian Newspaper dated 5th August 2023, Raia Mwema dated 2nd August 2023 and lastly the Government Gazzete dated 4th August 2023, the same was filed in this court. Further, the counsel for Petitioner on 22nd September filed a certificate certifying relevant rules have been complied with pursuant to section 281 of the Companies Act.

Arguing this petition by way of written submissions Mr.Moses Mmbando learned advocate represented the petitioner whereas the Respondent enjoyed the service of Mr. Stephen Njooka learned Advocate.

Submitting in support of the petition, Mr. Mmbando reiterated the above facts which are detailed in the petition document, and further submitted that loan agreement which was executed on 2nd March 2022, the respondent was supposed to start repaying off his loan on 31st January 2023

to which he failed to do so. The learned counsel referred to section 279(1(d), 280(a)(b)(c)(d) and 281 of the Companies Act and said the company is unable to pay debt and petitioner as a creditor has legal duty to pray for winding up, this is because already has served the respondent a 21 days' notice according to section 280(a) of the Companies Act for the payment of his loan on 21/02/2023 to which the respondent did not pay the said debt despite being served with the said notice.

The learned advocate further submitted that the respondent failed to pay its debt as its liabilities were higher than its assets, to support his point he referred to section 280(d) of the Companies Act. The counsel then to prove his assertion referred to '*annexure MPT 8'* a financial statement for the year 31st December 2022 which showed the total assets of the company (respondent) to be Tshs. 3,923,154,017/= while the total liabilities of the company was Tshs. 7,166,102,157/=. The counsel also referred to *'annexure MPT 7'* for the year ended 31st December 2021 that the total assets were Tshs. 4,805,184,230 while the liability of the company were Tshs. 6,120,423,548/=, and as per *'annexture MPT 1'* for the year ended 31st December 2020 assets were Tsh 4,938,427,711/= while liabilities were Tshs. 5,638,046,339/=, for the year ended 31st December 2019 total assets were

Tshs. 4,173,354,249/= while the liabilities wereTshs. 4,959,091,023/=. For year December 2018 the assets were Tshs. 2,042,559,830/= while current liabilities were Tshs. 3,239,454,203/= and for the year ended 31st December 2017 the assets were Tshs. 1,729,290,181/= while the total liabilities were Tshs. 3,425,160,806/=. To add up to his submissions the counsel further submitted that the respondent had other outstanding debts to the NSSF, OSHA and TRA.

The learned advocate bolstering his argument in respect to liabilities of the respondent company exceeded its assets, referred to me a winding up Cause No.5 of 2021, between **M/S Katani Limited vs. The Board of Trustees National Social Security Fund as Creditor of M/S Katani Limited**, HC at Tanga. **Miniso Tanzania Company Limited,** No.4 of 2021HC (Commercial Division) at Dar Es salaam**, Shairoz Ayub Suleiman vs Warner Safari Company Limited & 2 others,** Misc. Application No 04 of 2020, HC Tanzania (Commercial Division) at Arusha and **China Chang Group Limited,** No.113 of 2017 HC (Commercial Division) at Dar es salaam.

Mr. Mbando further submitted that the respondent had other outstanding debts to institution and suppliers which were not yet paid up to

date such as the employees' contribution which were not yet paid to NSSF amounting Tsh 142,742,525.49/= as indicated in annexure 'MPT 1', TRA Tsh 587,172,571/=, OSHA Tshs. 21,145,000/=and other suppliers such as TriaChem-USD 92,817/= Tanzania Crop Limited USD 26,472.35/= TAHA USD 19,787.39 and Tsh 4,712,676.90/=.

In respect to a serious misunderstandings between the petitioner and his fellow shareholder Mr. Aphonsus Nijenhuis, Mr. Mbando stated that, the same still exist and has led to the parties not to have meetings such as shareholders meetings and Board of Directors meeting, thus Mr. Alphonsus Nijenhuis is operating solely the company and is refusing and isolating the petitioner in any of the decision making. The counsel then prayed this as a ground for winding up and supported his argument by referring the decision of **Amir Ramadhan Mpungwa vs Michael John Lancaster Warren & 9 Others**, Misc. Application No14 of 2021 HC (Commercial Division) at Dar es salaam and **Hashim Hassan Mussa vs Dr.Crispin Semakula &Others** [2023] TZCA 17534 (TANZLII).

Responding to the above Mr. Njooka learned advocate for the respondent strongly resisted the petition and argued that the loan agreement between the parties was for long period of ten years and the

respondent had only delayed to repay the loan only in one instalment and only one notice was issued by the petitioner and after such notice the petitioner immediately rushed to court for this petition. The counsel further contended that the petitioner knew the financial status of the respondent and that a referred decision of **M/S Katani Limited** (supra) were totally distinguishable with the petition at hand as it was about consent judgment and there were several demands notices that were made and not honoured as it was a loan from a third party.

Mr. Njooka further argued that the petitioner ought to firstly to exhaust all remedies before petitioning for winding up. He referred to the loan agreement to '*annexture MPT1*' in clause 8 which provides for remedy in case of default such as to re-negotiate, to sell of the company assets and that there are nowhere parties agreed for winding up in case of default. The counsel responded further that the petitioner ought to file a civil case for breach of contract and not a winding up. To support his arguments, he cited the decision of the court in **Joseph F. Mbwiliza vs Kobwa Mohamed Lyeeselo Msukuma & Others** [2022] TZCA 699 (TANZLII)

In respect to alleged misunderstanding between the directors within the company, Mr. Njooka argued that normal meetings were being

conducted and company was making its decision through board resolutions and it was their internal arrangements and no law was being violated. The counsel further contended that if the company failed to hold such statutory meetings, then the remedy was for the petitioner or any other member of the company to apply for a court order for a company to conduct meetings as provided for under section 137 of the Companies Act or to petition for unfair prejudice as provided for under section 233 of the same Act and that a winding up petition becomes as a last resort. The counsel prayed to differ with the counsel for petitioner on the cited cases of **Amir Ramadhan Mpungwa**(supra) that at a referred page 3 of its decision that it was not an actual holding of the case rather the court was reproducing the facts of those case. Further in the cited decision of **Hashim Hassan Mussa** (supra) the respondent submitted that the petitioner failed to prove the misunderstanding as cited in that decision.

In regard to debts under other institutions and suppliers, the respondent submitted that he had been paying the statutory payments to NSSF and that according to annexure VAL-6 and a sworn affidavit of Alphosus Nijenhuis the NSSF contributions were filed up to June 2023 and that the debts under other institutions such as OSHA, Triachem, Tanzania

Crop Care Limited and TAHA were normal ordinary claims which any company could have. The Counsel then submitted that this court had power to order an alternative remedy as provided for under section 282(2) of the companies Act and prayed for the petition to be dismissed with costs.

In his rejoinder, Mr. Mmbando briefly submitted that since the respondent was not disputing that he was in debts with the petitioner and that he was served with a 21 days' notice to pay her debts, the counsel rejoined that the respondent failed to repay her debts hence as a creditor he was enforcing his rights provided for under the company law hence seeking a winding up orders. However, as regard to the cited and referred decisions, the counsel replied that according to section 280(a) of the Companies Act there are no requirement number of notices needed to be served in order for one to repay her debts. He contended that once a notice under such section is served and the respondent had failed to honour it then it will be deemed as he had failed to pay its debts.

The Counsel for Petitioner submitted further that as to that day no payments had been made by the respondent which its repercussion may and could have led the Bank of Tanzania (BOT) to issue a penalty of up to one million per day for any unpaid instalments.

The counsel contended further that Mr. Alphonsus Nijenhuis signed the Financial statements for the year 31st December 2021 as evidenced in *annexture MPT 7* and as for *annexture MPT 8* financials for year 2022 Mr. Alphonsus Nijenhuis being a Director refused to sign however the petitioner fearing the penalty from TRA he signed the draft financial statements for the year 2022.Mr. Mbando stated that this was a management deadlock and supported by citing the privy council decision in **Chu vs Lau (British Virgin Islands)** 2020 UKP 24.

I have gone through the submissions of both parties and their affidavits filed, before I proceed, I find convenient to revisit the law of this land for winding up companies. The winding up of the companies is upon prove of the requirement provided under the Company Act which is in Chapter 212 of the laws of Tanzania. Section 279 (1) (a-e) of the Companies Act (supra) which provides for the conditions and circumstances under which a company may be wound up. For purpose of this petition, I reproduce the same as follows;

> "*279 (1) A company may be wound up by the court if-*
>
> *(a) the company has by special resolution resolved that the company be wound up by the court*

(b) the company does not commence its business within a year from its incorporation or suspends its business for a whole year

(c) the number of members falls below two

*(d) **the company is unable to pay its debts***

*(e) **the court is of the opinion that it is just and equitable that the company be wound up.**"*

[Emphasis added]

From the petition and submissions thereto, it is undisputed that the parties entered into a loan agreement on 01st February 2021 and that the respondent was to start repayments of such loan on January 2023 as evidenced in annexure *'MPT1'*. It is also clear from the petition and submission that the period for such loan was for 10 years. The issue now for determination basing on the above-mentioned conditions and circumstances is whether the Vasso Agroventures Limited qualifies to be wound up in law.

The reasons advanced by the petitioner is the inability of the respondent to pay her debt which accrued to be paid on January 2023 was one of the reason for seeking up the winding up orders. It is also undisputed that the 21 days' notice was issued to the respondent to that effect. But the respondent defence is clear that the petitioner ought to firstly exhaust other

remedies as indicated in clause 8 of the loan agreement before filling for winding up orders.

I have considered the said clause, for ease of reference, I reproduce it hereunder;

> *"8. EVENTS OF DEFAULTS*
> *If the Borrower fails, neglects or refuses to pay within the period specified, the Lenders shall have the right to take action against the Borrower under this facility agreement without any further notice after, the following actions can be taken*
> *a)* ***Re-negotiate*** *the terms and condition with the Borrower.*
> *b) If the Borrower cannot hold its engagements for any reason, without giving notice and with mutual agreement,* ***a plan shall be established to sell off company assets in order to comply with payment schedule to the Lenders.***
> *c) That is case of* ***Borrower Bankruptcy, Foreclosure or Closure of Business for any reasons*** *the assets be sold and be used full to pay the lenders as the first Debtor, to the amount available after payment of legal obligations and sale of all assets to a fair value."*
>
> [Emphasis added]

As correctly submitted by the respondent there is nowhere the parties to the said agreement agreed to wind up the company as the remedy for the default. This has caused me to ask myself what should be done by the parties if the above actions stated above flop to be executed. In my view I think the remedy is to go back to the law governing companies in this land. And this is because in my opinion, the facts of this matter show the hindrance of applicability of the said conditions as follows;

In this petition another claims by the Petitioner as avowed in paragraph 14 (a) of the counter affidavit of the Petitioner's Director one Adrianus Johannis Baart, and for purpose of clarity I quote from that affidavit;

> *"(3) it just and equitable that the company be wound up for reasons that the* ***Petitioner and fellow shareholder (Mr. Alphonsus Nijenhuis) are in serious deadlock, cannot convene the Company statutory meetings*** *(shareholder General Meetings and Board of Directors Meetings) and* ***cannot make decisions, and there is no hope or possibility of smooth and efficient continuance of the company*** *as a commercial going concern. (4) Due to* ***serious conflict*** *between shareholders/directors* ***the operations of the Company are to a***

> ***standstill and it cannot afford to pay its monthly obligations*** *including statutory obligations. (5) The management of the company* ***has broken down completely and consequently there is loss of confidence and probity between the Petitioner and the other shareholder (Mr. Alphonsus Nijenhuis)*** *to the extent that the company cannot be managed."*
>
> [Emphasis added]

The above are words sworn in his affidavit, nonetheless, the other respondent director (Mr. Alphonsus Nijenhuis) did not refute them, thus I am of the view the same are true and shows the relations of the two directors of the respondent company. Therefore, since the above is the evidence of their relationship through affidavit cannot be nugatory, in my opinion I am settled there were no way the Directors of the Parties hereinabove can sit together and settle the above conditions stipulated under clause 8 quoted above.

In the premises, in view of the circumstances above obtaining in the present matter, the said agreement is dispensed with by virtue of the company law as highlighted above, it therefore my considered opinion the

observation of the Court in **Joseph F. Mbwiliza vs Kobwa Mohamed Lyeeselo Msukuma & Others** (supra) cannot apply in this matter. Consequently, I am satisfied the only solution is to resolve their dispute under the law of this land said above for winding up the company.

Another ground raised by the petitioner is that the respondents' liabilities exceed its assets, this was revealed under paragraph 6 and 7 of one the Respondent director' counter affidavit one Adrianus Johannis Baart. This was refuted by other Director of the Respondent Mr. Alphonsus Nijenhuis under paragraph 12 and 13 of his affidavit for opposing petition for winding up, he further therein stated on the company valuation done in November, 2022.

I have considered the said documents, despite respondent contention that the Audit Financial Statement for the year 2021 and 2022 were not yet approved by her Directors, yet the respondent did not submit the said Audit Financial Statements as evidence which could have shown that his assets exceeded its liability as submitted financials from the year 2017 to 2019 all showed past Audit Financial Statements. Thus, in my view, since the respondent did not submit the Audit Financial Statement for the year 2020, 2021 and of 2022 to contest what the petitioner has submitted, he cannot

convince this court to believe that Respondent assets exceeded liabilities for those years without tangible evidence as the petitioner did show for the year 2021 Statement which was signed.

However, I had time to scan on the contended Audit Financial Statement and in answering the above raised claim, as rightly submitted by Petitioner's counsel, I have noted that the Audit Financials Statement for the year 2021 was signed and approved by Director, Chairperson, and the Head of Finance department, and the same shows as submitted by the Petitioner counsel, liabilities exceed total assets, and for the drafted Audit Financial Statement for the year 2022 was not signed as presented by the respondent. That also in my view again shows misunderstanding between the Directors within the company, thus, they cannot reach consensus between them.

Moreover, in respect the defence by the respondent that valuation was made as he noted through annexure VAL 3'. In my view having perused the said document, I entire subscribe with the counsel for the petitioner that, the same only shows the assets of the respondent and not the liabilities of the company.

Having endeavoured to evaluate the above accounts, in my view of the law, the law provides circumstances for a company to be deemed is unable to pay debts, section 280 of the Company act (supra) provides as hereunder;

> *"280. A company shall be deemed to be unable to pay its debts -*
> *(a) if a creditor, by assignment or otherwise, to whom the company is indebted in a sum exceeding fifty thousand shillings or such other amount as may from time to time be prescribed in regulations made by the Minister, then due has served on the company, by leaving at the registered office of the company,* ***a written demand requiring the company to pay the sum so due and the company has for twenty-one days thereafter neglected to pay the sum*** *or to secure or compound for it to the reasonable satisfaction of the creditor; or*
> *(b) if execution or other process issued on a judgement, decree or order of any court in favour of a creditor of the company is returned unsatisfied in whole or in part; or*
> *(c) if it is proved to* ***the satisfaction of the court that the company is unable to pay its debts*** *as they fall due; or*
> *(d) if it is proved to the satisfaction of the court that* ***the value of the company's assets is***

less than the amount of its liabilities, taking into account the contingent and prospective liabilities of the company."

[Emphasis added]

From the excerpt above, and as shown above the respondent have failed to pay the said debt even after being served a 21 days' notice, the law above does not say how much times the notice should be served as the respondent trying to mitigate that the notice issued was first notice, nevertheless, despite the law above being couched in mandatory terms, still it does not lessen its applicability because immediately after serving the notice and the borrower does not pay, the lender apply for winding up procedure in the court of law. However, it is also my view, since January 2023 when the respondent was required to pay the debts, no effort has been done by him to mitigate this petition either by payment through this court leave or otherwise, whereas the respondent is asserting the company is running normally. While the petitioner is complaining that none payment timely of the said debts accrues interest chargeable by Bank of Tanzania to the respondent company which in turn is to the detriment of the Petitioner who is also as a shareholder. This was never refuted by the Respondent.

The other point I find convenient to be determined in this matter which I have discerned from the supplementary affidavit of the Mr. Alphonsus Nijenihuis, where at paragraph 7 he proposed to purchase the shares for the petitioner to avoid the company being wound up, thus attached a letter to that effect dated 11th September, 2023. The same was responded by the affidavit of Mr. Adrianus Johannis Baart at paragraph 8 wherein he disputed strongly stating that despite the respondent did not provide any proposal to purchase the shares of the Petitioner, but he has regarded their conflict and deadlock they had, seems to belief the said requested is not serious.

I have considered the above evidential arguments since are discerned from their affidavit, first, in my view the Petitioner Director has totally lost trust to the Respondent due to their stance of their relationship, thus is not ready to believe on his proposal, second; this court on 28th August, 2023 through Miscellaneous Civil Application no. 15 of 2023 ordered the status quo of the respondent be maintained until the conclusion of this matter; and third, be that as it may, this court is taking this proposal as the arrangement of the parties out of this court, therefore, this court before delivering of this ruling was ready and happy to receive their deed of settlement of their arrangement, if at all they could have executed the said proposal seriously.

In the analysis above, I am settled even if the company could have enough fund to curb the debts, in consideration of the above serious inability of working together of the two directors who unfortunately are the ones responsible to run the company, and the two are only shareholders with equal shares in this company. Therefore, since they can't sit and settled their differences, it is seemingly the company is run by one Director from the time the above difficulties started. In my considered opinion this is not good manner for the survival of the company. This means no meeting, no resolution in running this company as the law empowers the two Directors, thus I am settled the company is unmanageable.

For instance, according to the affidavit filed by Director of the petitioner in reply to the supplementary affidavit filed by Mr. Alphonsus Nijenihuis, at paragraph 9 averred that General Meeting was scheduled 22nd May 2023 at the Company Offices whereas Mr. Alphonsus Nijenhuis was duly notified. When the minutes was sent to Mr. Alphonsus Nijenhuis, he refused to sign the meeting minutes by writing in the minutes that he refuses to sign the minutes. The said minutes with that writing above was attached as annexure *MPT 4*. Again, this is another issue showing the resolution of the

company cannot be made due to misunderstanding between the two directors of the Respondent company.

In support of the misunderstandings between the directors stated above, I find appropriate to follow a decision of **Ernest Andrew vs Francis Philip Tembe** (1996) TLR 287 where it was observed that if members of the company do not see eye to eye in managing the company, it is equitable that the company be wound up. I also persuaded by the case of **Nilesh Ladwa vs Greenlight Auction Mart** [2022] TZHC 10672 (TANZLII) wherein my brother Kakolaki, J. reiterated the ratio in **Ernest Andrew** (supra) and observed that if the conduct of the members and co-directors is unusual and hence threatens company's life and its operation status or awaiting the company to be declared bankrupt, then it is equitable to declare that the company be wound up.

In view of the circumstances obtaining in the above stated misunderstandings, I am settled the skip of the Petitioner for alleviating their relation by invoking the provision of section 137 and 233 of the Company Act as the Respondent endeavoured to mitigate the situation instead of this winding procedure, was appropriate. This is because according to the

environments shown above, the said way of remedying the situation could have been futile.

Having considered what I have strived above, I am settled there is a serious dead lock in managing this company, and according to the circumstances revealed above, these Directors of the respondent company, the trust they had on each other has irreparably broken down, the intuition I have reached is that, the same cannot be settled in other alternative way rather than winding up of this company.

In the premises, and the circumstances stated above, I am of considered opinion it just and equitable that the respondent company be wound up. Thus, I find the petition to be meritorious, consequently the prayer for wind up this company is hereby granted.

Therefore, in exercise of the powers of this court under section 279 (1) (e) of the Companies Act, I hereby declare that VASSO AGROVENTURES LIMITED be wound up. Since the proposed liquidator by the petitioner was not challenged by the respondent. I hereby appoint Mr. Kester Lyaruu advocate to be the Liquidator of Vasso Agroventures Company, who shall be subject to the court's control, exercise all powers bestowed on him under

the Company Act, Cap.212. And upon fulfilment of the requirements of law that governs his obligations, he shall cause and file in Court a report on his accounts for his release or discharge, in accordance with the provisions of section 307 of Cap. 212.

In the circumstances, each party to bear own costs in this matter.

It is so ordered.

DATED at **MOSHI** this day of 22nd February, 2024.

IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA
MOSHI DISTRICT REGISTRY

X

Signed by: A. P. KILIMI

Court: - Judgment delivered today on 22nd day of February, 2024 in the presence of Mr. Moses Mmbando advocate for Petitioner. Mr. Machael Napunigwa advocate holding brief of George Njooka advocate for Respondent.

Sgd: A. P. KILIMI
JUDGE
22/02/2024

Court: - Right of Appeal duly explained.

Sgd: A. P. KILIMI
JUDGE
22/02/2024