REPUBLIC OF KENYA

IN THE HIGH COURT OF KENYA AT NAIROBI COUNTY

COURT NAME: MILIMANI HIGH COURT

CASE NUMBER: HCACECS/E013/2024

ETHICS AND ANTI-CORRUPTION COMMISSION VS EVELYNE ADHIAMBO OGWENO AND SOLOMON OCHOGO AND 2 OTHERS

JUDGMENT

BEFORE HON. JUSTICE BENJAMIN MWIKYA MUSYOKI

The plaintiff, Ethics and Anti-Corruption Commission, a body corporate established under the provision of the Ethics and Anti-Corruption Commission Act pursuant to Article 79 of the Constitution brought the suit herein pursuant to Section 11 (1) (j) of the Anti-Corruption and Economic Crimes Act (hereinafter referred to as 'ACECA') for recovery of Kshs. 708,664.00 on behalf of the County Government of Homabay (hereinafter referred to as 'the government').

The plaintiff pleaded the following specific prayers: -

a) A declaration that the additional payment of monthly salaries amounting to KES. 708,664/= between February 2015 and May 2018 to the 1st defendant by the County Government of Homabay facilitated by the 2nd, 3rd and 4th defendants was illegal and fraudulent.

b) A declaration that the defendants misappropriated public funds in the sum of KES. 708,664/= from the County Government of Homabay.

c) An order for restitution for the sum of KES. 708,664/= to the

Government of Kenya against the defendants.

d) General and exemplary damages for fraud and breach of fiduciary duty as against the 2nd, 3rd and 4th defendants.

e) Costs of this suit.

f) Interest on (c) above at court rates from the date of accrual till payment in full.

g) Any other order or further relief that the court may deem fit to grant.

The background of the case is that the plaintiff pursuant to its statutory mandate conducted an inquiry into allegations of payment of multiple salaries to employees and former employees of the government. It was averred that the plaintiff established that the 1st defendant was initially appointed by the Ministry of Public Health and Sanitation as a registered community health nurse, job group H, on 24-06-2013, and subsequently appointed by the government as a nurse, job group H, with effect from 1-01-2014. Her entry-level basic salary was Kshs. 19,323.00 with a maximum of Kshs. 24,662.00, subject to annual increments. It was alleged further that between February 2015 and May 2018, the 1st defendant received double salaries from the government amounting to Kshs. 708,664.00 through her Kenya Commercial Bank (hereinafter referred to as 'KCB') account number 1143710452.

The plaintiff further alleged that the additional salary payments were illegally authorised and made by the 2nd, 3rd and 4th defendants, thereby occasioning loss of public funds. It contended that the conduct of the defendants amounted to fraud and illegality and that the 2nd, 3rd and 4th defendants had acted negligently, abused their positions of trust and breached their fiduciary duties owed to the public.

The 1st defendant neither entered appearance nor filed defences while the 4th defendant entered appearance but failed to file defence. Consequently, interlocutory judgment was entered against the two on 19th June 2025 and 25th June 2025 respectively. The 2nd and 3rd defendants filed their defences both dated 17th July 2024 denying liability. The plaintiff called three witnesses while the 2nd and 3rd defendants testified in their respective defences.

Plaintiff's case

PW1, Augustine Mukwekwe, an investigator with the plaintiff testified by adopting his witness statement dated 28th May 2024 as his evidence in chief. He told the court that after the plaintiff's investigating team obtained and analysed relevant documents from the government and various banks, they established that the 1st defendant had been pain in excess of Kshs. 708,664.00 within the pleaded period which payments were authorized and paid by the 2nd, 3rd and 4th defendants.

He produced documents in the plaintiff's list of documents dated 31st May 2024 as exhibits 1-14. Among these was exhibit 13 which was an email from the 1st defendant to him promising to repay the excess money in installments of Kshs 10,000.00 per month. The witness stated that the promise was never honoured although he did not indicate whether he responded to the email.

During cross-examination by Counsel for the 2nd and 3rd defendants, PW1 acknowledged that had the repayment undertaking to pay been honoured, the amount would have taken approximately four years and four months to clear and that about Kshs. 500,000.00 would have been paid by the time he testified. He admitted that he had no correspondence responding to the undertaking and added that the pleaded payments commenced on 27-02-2015, when the 2nd defendant was a payroll officer working alongside the payroll manager and that the 2nd defendant later acted as payroll manager in about 2017. He did not have a letter or brief formally appointing the 2nd defendant as acting payroll manager or evidence showing who handed over the position. He stated that the double payments ceased in May 2018 when the 2nd defendant was acting as payroll manager. He conceded that he had no evidence showing that any of the disputed money ended up in the 2nd defendant's possession.

He added that the 3rd defendant was the payroll manager from 2015 to December 2017 and was responsible for compiling and forwarding payrolls to the bank for payment. Although he had documents demonstrating that the 3rd defendant performed those functions, he acknowledged that they were not part of the plaintiff's trial bundle. He further stated that the 3rd defendant was supervised by the Human Resources Director, one Mr. Ouma Modi, but the supervisor was neither joined as a party nor called as a witness.

PW1 conceded that the pay slips he produced as plaintiff's exhibit 5 appeared to be in order and did not themselves demonstrate double payments and that there was no document showing approval of a second payment to the 1st defendant. He explained that the alleged double payments were established by comparing the bank statements with the pay slips.

On re-examination, PW1 referred to the plaintiff's exhibit 7 which was payroll instructions to the bank advising it that funds for the government's employees' salaries had been transferred to the bank's suspense which were signed by the 2nd defendant in his capacity as payroll manager. He reiterated that the alleged double payments were reflected in the bank statements. He referred to some entries in the bank statement produced as plaintiff's exhibit 10 bearing narrations of salary payments from the government for the same month. According to him, the bank statements demonstrated that the payments in question originated from the government and were processed as salary payments.

PW2, Dorothy Achieng Omollo was the branch manager of Kenya Commercial Bank, Homabay branch. She made reference to a statement she recorded with the plaintiff dated 16-05-2024, which she adopted as her evidence. She confirmed that account number 1143710452 belonged to the 1st defendant and that, pursuant to the court order, she provided the relevant bank statement together with a certificate authenticating it.

During cross-examination, she acknowledged that she did not have the instructions by the government to pay as she had not been asked to provide the corresponding payment instructions for the transactions reflected in the statement. She could only confirm that the bank had effected the credits reflected in the account statement but confirmed that the statement originated from the bank and that the bank had effected the payments. She was firm that before posting credits, the bank ordinarily received valid instructions either electronically or in printed form, although she could not establish the form of instructions received during the relevant period.

The witness admitted that some entries bore the narration of salary payments but reflected different amounts. She could not explain why two payments were made instead of one despite having the same narration, stating that the clearing department made the entries and she could not identify the officer responsible at the time. PW2 further testified that the bank dealt with payment instructions and not individual pay slips. She was unable to establish whether any payment instructions had been issued by the 3rd defendant.

Bob Collins Otieno was the third witness who told the court that as at 30-05-2024, he was the government's Director of Human Resource Management and Development. He adopted his witness statement dated 30-05-2024 and confirmed that the government had supplied documents which the plaintiff had asked for during its investigations. He identified the 1st defendant's appointment letter, a certificate under Section 65(8) of the Evidence Act, the 1st defendant's pay slips, employment records of officers in the payroll division and payment instructions from the payroll office for salary payments. He stated that the payment instructions were signed by the 2nd defendant in his capacity as acting payroll manager.

During cross-examination, PW3 stated that the position of payroll manager was substantive. He confirmed that a letter dated 21-02-2013 which had been produced as part of the plaintiff's exhibit 6 was promoting the 2nd defendant to the position of Accountant III SS but he had not seen the 1st defendant's initial employment letter or any letter formally appointing him as a payroll manager or acting payroll manager. He explained that he regarded the 2nd defendant as payroll manager based on letters he had written to the bank.

He stated further that between December 2017 and May 2018, there were two payroll systems, namely manual and Integrated Payroll and Personal Data (hereinafter referred to as 'IPPD') system and that documents relating to the systems had been supplied by his predecessor for verification and certification. He had not, however, seen any manual payroll signed by the 2nd defendant during that period or any instructions from the 2nd defendant directing the bank to make two payments to the 1st defendant on the same day.

He added that the payroll section fell under the Human Resource Management department and that the department's director who between 2015 and December 2017 was one Charles Modi Ouma was responsible for it. He added that the said director would ordinarily be aware of payroll anomalies, although it was not always possible for him to detect every anomaly. He explained that the payroll manager prepared the payroll while Human Resource Manager verified it, although not every individual detail would be verified.

He further stated that an audit conducted after he took over revealed double payments, although the audit report had not been produced in court. He explained that the manual payroll system had challenges, including the possibility of manipulation and double payments and was eventually discontinued. He also confirmed that the 3rd defendant was not the payroll manager in February 2015 and that he only assumed that position in June 2015.

Defence case
The 2nd defendant testified that he had been employed by the defunct Municipal Council of Homabay in 1994 and subsequently deployed to the government as an accountant. In 2017, he was promoted to accountant I in the payroll office, where his duties involved working on the IPPD system, updating employees' records, including deductions, insurance and biodata, and extracting reports at the end of each period. He testified that in December 2017, the 3rd defendant handed over the payroll system to him, including its password, pursuant to a letter dated 11-12-2017. He claimed that he had not been formally informed of the handover apart from the said letter.

He added that while performing his ordinary duties and preparing salary by-products for consolidation by the 4th defendant, he noticed that the 1st defendant appeared to be receiving double salary payments and he instructed the 4th defendant to stop the payments in June 2018. He maintained that the double payments were stopped while he was acting in the relevant capacity and that the letters he sent to Equity Bank (plaintiff's exhibit 7) had been prepared without knowledge of the double payments. He denied knowing the 1st defendant personally, stating that he only knew her name from the payroll records and denied ever sharing any money with her. He maintained that the double payments were neither deliberate nor the result of his collusion or recklessness.

In cross-examination, the 2nd defendant told the court that his supervisor was Charles Modi Auma who was the Director of Human Resource Management, to whom he made a verbal report concerning the double payments, although he did not reduce the report into writing. He stated that the payment figures contained in the instructions were derived from computations made by the 4th defendant and the schedules were subsequently forwarded to the bank. He added that he had never come across any schedule to the bank that had been signed by the 3rd defendant.

The 3rd defendant adopted his witness statement dated 29th July 2024 and told the court that he had been employed by the defunct Municipal Council of Homabay in 1999 and was absorbed into the government in 2014. Between February 2015 and December 2017, he served as the payroll manager, during which period the 1st defendant was already an employee.

According to his statement, at the time he was employed, the 1st defendant was already enrolled into the IPPD system and was being paid her salary through a bank account. In 2017, he was re-designated to the position of Administrative Officer and proceeded for his annual leave for November 2017 to 2018. He was thereafter sent on compulsory leave and recalled in May 2019. He added that from 2014, the government operated two parallel payroll systems, the manual and digital. He explained that when someone was employed, they would be put in the manual payroll awaiting integration into the digital one which was done after they got their personal numbers. He added that he was not in charge of the manual system and that it would appear that once some employees were integrated into the digital payroll, their names were not deleted from the manual payroll and continued receiving salaries from both systems without being detected.

The 3rd defendant added that, he prepared the digital payroll which he submitted to the office of County Internal Audit for verification and approval which office received both manual and digital payrolls. After verification, the said office would forward to the Finance Department for further verification, payment approvals and disbursements. He claimed that he was not able to know the payments approved from the manual payroll section as concerned officers were assigned passwords for such functions. The manual system was discontinued in 2024 when the Auditor General and Controller of Budget raised the issue.

He stated that none of the plaintiff's documents demonstrated that he had signed any instructions to the bank and maintained that he had no mandate to sign such instructions. He explained that his role was to manage the digital payroll system, generate payroll information and forward it to the finance department for payment. He had a password for accessing the digital system and did not have the capacity to manage data from the manual payroll system. He stated that he had not encountered any payment outside the digital system that he operated. He further explained that the manual payroll system which predated his tenure had been discontinued because it was manually operated and could not readily detect errors, whereas the digital system could detect such errors.

The 3rd defendant claimed that he raised the issue of the two systems when he assumed office and addressed the matter through a letter dated 19-07-2015 to the interim County Director Human Resource. He explained that the issue ultimately resulted in training of officers, but the two payroll systems continued to operate. He maintained that he had no access rights to the manual payroll system and was therefore unable to detect double payments made through that system.

During cross-examination, the 3rd defendant confirmed that the two payroll systems were being operated concurrently and that the arrangement was not his decision. He stated that when he handed over his responsibilities to the 2nd defendant, he acted on instructions from his superior and disclosed the system password to him. He further stated that no formal letter documenting the handover was prepared, unless such a letter was given to the 2nd defendant after he had left office.

Analysis and determination

As rightly observed by the 2nd and 3rd defendants in their submissions, this case is based on similar facts and evidence as this court's civil cases numbers 14 of 2024 and E023 of 2024 which I presided over and delivered judgements on 18th December 2025 and 7th November 2025 respectively. The difference in the matters is the amounts, periods of the payments and the recipients of the payments. The previous matters concerned payments of double or irregular salaries alleged to have been facilitated by the 2nd, 3rd and 4th defendants in this matter.

In the stated cases, I held and I see no reason for departing from that position, that the plaintiff had not proved that the 2nd and 3rd defendants were responsible for the irregular payments. Although it is trite that each case should be decided on its own merits, the court must be alive to the principle that there must be similarity of decisions in different cases based on similar facts and evidence especially where the same are heard by the same Judge and the earlier decisions have not been overturned by a higher court.

The above notwithstanding, this court has a duty to account for its decisions through giving a reasoned judgement. As stated earlier in this judgement, the 1st and 4th defendants did not defend the suit and interlocutory judgment was entered against them. In that regard, were it not for prayers for declaratory orders, the interlocutory judgement would be made final in respect of liquidated claims against the two defendants without any further trial or evaluation of evidence. That is the purport of Order 10 Rule 6 of the Civil Procedure Rules.

I have carefully gone through and evaluated the pleadings and evidence produced by the parties herein. I have also read the submissions of the plaintiff dated 17-04-2026, those of the 2nd defendant dated 20-04-2026 and those of the 3rd defendant dated 26-05-2026. Upon considering the above, I form opinion that the issues calling for determination in this matter are: -

a) Whether the 1st defendant received irregular salary payments amounting to Kshs. 708,664.00.
b) Whether the 2nd and 3rd defendants participated in or were responsible for the irregular payments.
c) Whether the plaintiff is entitled to the reliefs sought, including general damages.
d) Who should bear the costs?

Whether the 1st defendant received irregular salary payments of Kshs. 708,664/=

There is no dispute that the 1st defendant was an employee of the government and that payments referred to were made to her bank account. PW2 produced and authenticated the bank statement relating to the payments. The testimony of PW1 and analysis of the payments to the 1st defendant are sufficient proof of the payments.

The plaintiff's evidence is further strengthened by the 1st defendant's email which was produced as plaintiff's exhibit 13. The undertaking was to the effect that the 1st defendant was willing to repay the excess amount at Kshs. 10,000 per month. This is, in my view, the 1st defendant's acknowledgment that she had received excess payments. Whether the same was fraudulent, deliberate or an error is another issue all together. What matters is that she received payments from the government which she was neither entitled to nor had earned. Whether the same were salaries or other emoluments is not material. They remain irregular and recoverable.

I therefore find and hold that on a balance of probabilities, the 1st defendant received undeserved and irregular payments from the government amounting to Kshs. 708,664.00 during the material period. The 1st issue is therefore answered in the affirmative.

Whether the 2nd and 3rd defendants were responsible for the irregular payments

The plaintiff's case against the 2nd and 3rd defendants is based on claim that they deliberately facilitated the irregular payments. The 2nd defendant was at the material time a payroll officer and later acted as payroll manager and on that basis, the plaintiff argues that he ought to have detected and prevented the double payments.

Although there were no formal letters showing that the 2nd defendant acted as payroll officer and acting payroll manager, I find no reason to doubt that position as he admitted as such in his testimony. What I find not established is his active participation or negligence in the irregular payments. It is common ground that two payroll systems were being operated concurrently; the manual payroll and the IPPD system. There is no contestation to the 2nd defendant's testimony that his functions principally related to the IPPD system and that he had no access to the manual payroll system. PW3 confirmed the challenges which resulted to the double payments were traceable to the manual payroll, including the possibility of manipulation. He further confirmed that he had not seen any manual payroll signed by the 2nd defendant or any instruction by the 2nd defendant directing the bank to make double payments to the 1st defendant.

Plaintiff has put reliance on letters of instructions which it produced as exhibits 7 which show that there was an excel sheet which accompanied the instructions. In my understanding, it is the excel sheet which would show which employee was to be paid how much. There are two things which discredit the plaintiff's claim that the 2nd defendant was responsible. The first one is that the excel sheet which I believe is what the witnesses referred to as schedule was not produced as an exhibit and as such it would be speculative for me to find that the irregular payments were in the excel sheet. Secondly, these instructions range from 15th February 2018 and 29th June 2020 while the irregular payments date back to February 2015. If indeed these letters were to be the basis of finding the 2nd defendant liable, he can only be answerable to the period between February 2018 and May 2018 when he was in charge as acting payroll manager.

It is on record that the 2nd defendant told the court that it was him who detected the double payments in the course of performing his duties and took steps to have them stopped. In my view that evidence was not materially displaced or rebutted by the plaintiff who retained the burden of proof. Instead, the plaintiff's own witness conceded that the double payments ceased when the 2nd defendant was acting as the payroll manager.

The plaintiff argued in its submissions that the 2nd defendant's eventual detection of the irregularity demonstrated that he ought to have detected it earlier. I am unable to accept that proposition. The fact that an officer eventually detects an irregularity does not, without more, establish that he authorised, facilitated or negligently permitted all preceding transactions. There must be demonstration that a deliberate act or omission enabled the failure to detect the irregularity or illegality.

Article 226(5) of the Constitution provides that;

> *If the holder of a public office, including a political office, directs or approves the use of public funds contrary to law or instructions, the*

person is liable for any loss arising from that use and shall make good the loss, whether the person remains the holder of the office or not.

It is clear to me that for a public officer to be found liable for loss of public funds, there must be proof that they directed or approved the unlawful expenditure. In my view, the element of knowledge or negligence or recklessness must be present for the holder of the office to be found liable. In ***Tom v Director of Public Prosecutions & 4 others [2022] KEHC 151 (KLR)***

> *'The Constitution deliberately hoisted position of an Accounting Officer to a high pedestal and stipulated the manner in which public finance shall be managed. So serious is this constitutional edict that under article 226(5), if the holder of a public office, including a political office, directs, or approves the use of funds contrary to the law or instructions, the person is liable for any loss arising from that use and shall make good the loss, whether the person remains the holder of the office or not. As if this is not enough the PFMA created offences under Part V11 of the Act at sections 196 to 199.'*

In the present case, there was no sufficient evidence that the 2nd defendant directed or approved the disputed payments. I accordingly find that the plaintiff failed to establish, on a balance of probabilities, that the 2nd defendant participated in, authorised, facilitated or negligently caused the payments.

The 3rd defendant was the payroll manager from 2015 to December 2017 and was responsible for compiling and forwarding payrolls to the bank. There was evidence that the 3rd defendant assumed the position of payroll manager with effect from 1-06-2015. The impugned payments commenced in February 2015, several months before he assumed that office. This means that even if there were evidence that the payments were facilitated from that office, the entire loss could not be attributed to the 3rd defendant.

As stated earlier, the plaintiff did not produce the alleged payment schedules neither did it produce any instructions to pay prepared, signed off or forwarded by the 3rd defendant. PW2, who produced the bank statement expressly stated that she could not establish whether any payment instructions had been issued by the 3rd defendant. PW3 similarly confirmed that he had not seen any instructions from the 3rd defendant directing the bank to make double payments.

PW1 acknowledged that the Human Resources Director supervised the payroll manager. PW3 confirmed that the Human Resources Director was responsible for the payroll department and that he ordinarily verified the payroll. In my view this Director bore higher responsibility in any payments emanating from or connected to the payroll in as much as his juniors were responsible for the details. These grey areas lead me to conclude that whoever initiated or originated the double payments, who I doubt is the 3rd defendant should be held accountable.

I, in the circumstances conclude that the plaintiff has established the irregular payments to the 1st defendant but did not sufficiently establish that the 2nd and 3rd defendants authorised or facilitated them. That is to say that the second issue is answered to the negative.

Whether the plaintiff is entitled to the reliefs sought, including general damages

Having held that the plaintiff has failed to proof liability against the 2nd and 3rd defendants, this issue relates to the 1st and 4th defendants only. The fact that interlocutory judgment was entered against a defendant does not dispense with the requirement that the plaintiff must prove where the claim is unliquidated claim.

In this case, the evidence established that the 4th defendant was involved in the manual payroll system. Although the plaintiff did not produce the specific manual payroll records, payment schedules or instructions demonstrating that the 4th defendant generated or authorised the duplicate payments, it is notable that the payments were enabled through the manual payroll. The narrative across the both sides of the case is that the irregular payments were enabled through the manual payroll which was allegedly being managed and maintained by the 4th defendant.

The 4th defendant did not participate in the proceedings to deny the plaintiff's averments that he included the 1st defendant in the manual payroll despite her being in the IPPD system. In that regard I am persuaded that the 4th defendant must have been privy to the irregularity and since he has not defended himself, I hold that he is liable.

The plaintiff has in its submissions asked this court to award Kshs. 3,000,000.00 as general and exemplary damages against the 2nd, 3rd and 4th defendants for breach of fiduciary duty and misfeasance in public office. Damages for breach of fiduciary duty are awarded where the claimant demonstrates that they suffered loss or damage as a result of breach of trust. In support of this prayer, the plaintiff has cited cases of ***Mukuha v Waweru Munyi Jackson t/a Waweru Munyi & Co Advocates [2022] KEHC 16682, Godfrey Julius Ndumba Mbogori & another v Nairobi City County [2018] KECA 702 (KLR), Kenya Revenue Authority v Menginya Salim Murgani [2010] KECA 508 (KLR), Kenya Anti-Corruption Commission v Paulina Kemuma Anunda & another [2022] KEELC 961 (KLR), Kenya Anti-Corruption Commission v Esther Nyabate Ngare & another [2022] 1702 (KLR) and Kenya Anti-Corruption Commission v Bernsoft Limited & 2 others [2023] KEELC 16159 (KLR).***

I have gone through the cited authorities and taken position that they are not applicable in this matter. Damages for misfeasance in public duty would be awarded to persons who suffer damages from conduct of a public officer but not to the public office. Such damages are not quantified as special damages but compensatory and not punitive. Once restitution occurs, that aspect of compensation rests and in my view, awarding damages over and above restitution will amount to double compensation.

Punitive or exemplary damages are awarded as exceptional remedies and cannot be awarded merely because a public authority or its officers have acted unlawfully. Actually, in ***Kenya Revenue Authority v Murgani [2010] KECA 508 (KLR),*** cited by the plaintiff, the Court of Appeal reiterated that: -

> *'As held in the celebrated case of Rookes vs Barnard [1964] I ALL ER 367, there are only two categories of cases in which an award of exemplary damages could serve a useful purpose, viz, in the case of oppressive, arbitrary or unconstitutional action by the servants of the government and in the case where the defendant's conduct had been calculated to make a profit for himself which might well exceed the compensation payable to the plaintiff.'*

I do not see any exceptional circumstances which would warrant award of exemplary damages. The plaintiff brought the suit as a representative and in execution of statutory mandate which strictly provides for recovery of the lost funds or property which I believe is achievable by orders of restitution. Awarding exemplary damages would be benefitting the plaintiff or the public beyond and outside what the law provides.

Who should bear the costs?

Costs ordinarily follow the event pursuant to Section 27 of the Civil Procedure Act. Since the plaintiff has succeeded against the 1st and 4th defendants but has failed against the 2nd and 3rd defendants, the appropriate order is that the 1st and 4th defendants shall bear the costs attributable to the successful claim against them while the 2nd and 3rd defendants should be compensated on costs by the plaintiff.

Final orders

Accordingly, judgment is entered in the following terms: -

a) A declaration is hereby issued that the additional salary payments amounting to Kshs. 708,664.00 received by the 1st defendant from the County Government of Homabay between February 2015 and May 2018 were irregular and ought to be restituted.

b) Judgement is entered for the plaintiff against the 1st and 4th defendants jointly and severally for Kshs. 708,664.00.

c) The above sum of Kshs. 708,664 shall attract interest at court rates from the date of filing this suit until payment in full.

d) The plaintiff's claim against the 2nd and 3rd defendants is dismissed.

e) The plaintiff shall bear the 2nd and 3rd defendants' costs of the suit.

f) The 1st and 4th defendants shall bear the plaintiff's costs of the suit.

Dated, signed and delivered at Nairobi this **18th** day of **September** 2026.

B.M. MUSYOKI

JUDGE OF THE HIGH COURT.

Judgment delivered in presence of Mr. Kisaka for the plaintiff and Mr. Achillah for the 3rd defendant.

SIGNED BY:
HON. JUSTICE BENJAMIN MWIKYA MUSYOKI

THE JUDICIARY OF KENYA.
MILIMANI HIGH COURT
HIGH COURT ANTI CORRUPTION AND ECONOMIC CRIMES
DATE: 2026-09-19 11:55:38+03