



Case Number:	Tribunal Case 1 of 2019
Date Delivered:	28 Oct 2020
Case Class:	Civil
Court:	Micro and Small Enterprises Tribunal
Case Action:	Judgment
Judge:	Chairperson: Hon. Jackson Bett Vice Chairperson: Hon. Robert M'Nangat Member: Hon. Alvin Kirui Member: Hon. Joseph Were
Citation:	Paul Mwangi Ndereba &another; v Moses Macharia Gacheru & 2 others [2020] eKLR
Advocates:	-
Case Summary:	-
Court Division:	Tribunal
History Magistrates:	-
County:	Nakuru
Docket Number:	-
History Docket Number:	-
Case Outcome:	Application allowed
History County:	-
Representation By Advocates:	-
Advocates For:	-
Advocates Against:	-
Sum Awarded:	-
<p>The information contained in the above segment is not part of the judicial opinion delivered by the Court. The metadata has been prepared by Kenya Law as a guide in understanding the subject of the judicial opinion. Kenya Law makes no warranties as to the comprehensiveness or accuracy of the information.</p>	

REPUBLIC OF KENYA

IN THE MICRO AND SMALL ENTERPRISES TRIBUNAL

AT NAKURU

CASE CO. NO 1 OF 2019

PAUL MWANGI NDEREBA.....1ST CLAIMANT

PETER GACHEGU NGUMI.....2ND CLAIMANT

VERSES

MOSES MACHARIA GACHERU.....1ST RESPONDENT

ASSUMPTA WANGUI MUIRURI.....2ND RESPONDENT

JOHN MWANGI KIGUTA.....3RD RESPONDENT

JUDGEMENT

1. This claim was initially lodged by way of a letter of complaint dated 15th November, 2019 and filed at the Nakuru Micro and Small Enterprises Tribunal (MSET) registry at the Nakuru Law Courts on the 2nd December, 2019. In the said letter of complaint, the complainants had framed their plea as one seeking that the respondents, who are the chairperson, secretary and treasurer respectively of the Shabab Jua Kali Association (herein referred to as the Association), based at Shabab in Nakuru, be compelled to appear before the Tribunal and explain why title documents have not been processed and allocated to them as members of the Association.

2. Upon the matter being mentioned in the presence of both parties, then unrepresented, on the 6th January, 2020 directions were given that the claimants file a proper claim, clearly outlining all the reliefs they seek from the Tribunal by 13th January, 2020 and serve the same on the respondents. The respondents were then to file their response within 14 days of service of the claim and the claimants were at liberty to file a reply to the response within 7 days of service of the response, if need be. Hearing was set for the 21st February, 2020 at 9 am.

3. The hearing was then brought forward by notice to the 18th February, 2020 on which day, the respondents appeared by Advocate and raised a Preliminary Objection on grounds that the Tribunal did not have jurisdiction to hear and determine the cause as presented by the claimants. The Preliminary Objection further stated that the claimants had no locus standi as they had ceased to be members of the Association and lastly that the claim was defective as the authority of the 2nd claimant to the 1st claimant to prosecute the claim on his behalf had not been attached to the claim.

4. The Preliminary Objection was prosecuted the same day, upon the indication of the claimants that they would be ready to respond to it. On 2nd March, 2020, a ruling was delivered dismissing the Preliminary Objection and fresh directions for filing of proceedings were given in compliance with the orders of 6th January, 2020.

5. The hearing did not however proceed as initially anticipated due to the outbreak of the COVID-19 pandemic in Kenya on the 16th March, 2020 which saw the suspension of all court and tribunal matters when a ban was made on all public gatherings and curfew imposed countrywide.

6. In the pleadings filed after the directions given by the tribunal, the claimants sought the following reliefs:

- a. An order that the provisions of the Association had not been complied with and they all be complied with to wit:
 - i. Annual General Elections be conducted.
 - ii. Provide Audited Accounts and Financial Statements.
 - iii. Avail a list of genuine members of the Association.
 - iv. The list of office bearers and the management committee be provided.
 - v. Auditors be appointed.
 - vi. Avail the minutes of the last Annual General Meeting.

The claimants also sought for the costs of the claim and any other relief the Tribunal would deem fit to grant.

7. The respondents filed their statement of defence and counterclaim on the 8th August, 2020. In their defence, the respondents denied the claim by the claimants and sought that it be dismissed in total with costs. They stated that the 1st claimant had ceased to be a member of the Association since January, 2013 and the 2nd claimant since March, 2016.

8. It was further stated that the 1st claimant had upon cessation of membership formed and registered another Association being a clear intent that he was no longer a member of the Association.

9. In the counterclaim, the respondents averred that upon ceasing to be members of the Association, the claimants had resorted to interfering with the running of the Association and sought a permanent injunction to restrain the claimants from so continuing to do.

10. Efforts by the Tribunal to persuade the parties to resolve the matter amicably were unsuccessful and thus the matter proceeded for hearing with each side calling one witness.

ISSUES FOR DETERMINATION.

11. During the hearing, the Tribunal isolated the following broad issues for determination.

- i. Had the Association officials violated the Associations constitution/standing orders"
- ii. Are the claimants' members of the Association"
- iii. What are the appropriate orders for the Tribunal to grant"

CLAIMANTS EVIDENCE

12. The gist of the evidence given by the 1st claimant before the Tribunal was that the Association was formed sometimes in March, 1993. The 2nd claimant was one of the founder members while the 1st claimant registered as a member in 2011. He paid a registration fee of Ksh. 300 as required by the Associations constitution and thereafter a monthly contribution of Ksh. 100. It was his evidence that he last paid the monthly membership fee in February, 2014. Since then, he had not remitted any monthly subscription fees but it was his assertion that he was still a member, and so is the 2nd claimant.

13. He added that his membership could only cease through being summoned by the disciplinary committee of the Association and the reasons for his removal made known to him and he be allowed to respond before the removal can take effect. This had not been done.

14. The 1st claimant however admitted in cross examination that a non-compliant member had no right to participate in the affairs of the Association, including monthly meetings, AGM and elections.

15. The 1st claimant's membership in a different Association was also brought up in cross examination. He admitted that he registered and chairs the All Homes Shabab Association. He was emphatic though that this was not in breach of any laws as the objectives of his Association were different from that of the Shabab Jua Kali Association. His Association was mainly concerned with land matters.

It was also his evidence that the Association had departed from the objectives as stated in their constitution and had instead degenerated into a land buying entity without the concurrence of the Registrar of Societies through a change of the objectives in the Association's constitution, as required by the law.

16. In regard to the land that was offered to the members by the Association, he stated that the project was conceived in 2009 when the government initially wished to have funds channelled to the Associations and requested the Associations to engage three selected banks namely, Equity Bank, K-Rep Bank (now renamed Sidian Bank) and Cooperative Bank.

17. K-Rep Bank gave an offer to purchase land and erect a gated community for the members. This offer was accepted by the members and a piece of land that was secured through the assistance of the bank. Each interested member was to pay a deposit of Ksh. 14,000 to secure a share. The total amount to be paid for each plot was Ksh. 122,000. This was inclusive of processing the title deed. He disputed the averments by the respondents that the amount payable was Ksh. 142,000, inclusive of title deed processing. The 1st and 2nd claimants were interested in acquiring the plots and therefore made the requisite deposits and continued to make payments towards finalising the purchase price for their plots. The 2nd claimant's total contribution was Ksh. 131,000.

18. The Association in order to accommodate as many members as possible who were interested in having a plot purchased several parcels of land and distributed them in phases. The 1st and 2nd claimants were beneficiaries in Phase I where the full purchase price, including processing the title deed was Ksh. 142,000. The 1st claimant's wife, Esther Wairimu Mwangi, was a beneficiary in Phase II. It was his assertion that she had contributed a total of Ksh. 115,000 for her plot. The total amount due for Phase II was Ksh. 150,000

19. The 1st Claimant had also introduced his wife to the Association and she applied for and was allocated a plot and commenced payments. She had contributed a total of Ksh. 115,000 that she had written to the Association to transfer to the 1st claimant but the Association had neglected to do so. The request was still pending with the officials.

20. It was the assertion of the claimants that a member could only be given their title deeds for their plots upon paying the full sum. From the list of members that was shown to the 1st claimant, it was evident that some members had completed payments and had collected their title deeds while some had not. For the 1st claimant, the record showed that he his title deed was yet to be processed as he had not completed the payment for the plot.

21. As regards the 2nd claimant, his title deed had been processed but not collected. The 2nd respondent who testified for the respondent's stated that the officials with the approval of the members had agreed to facilitate the processing of the 2nd claimant's title as had dragged them to many government offices with numerous accusations and they were intent on finalising with him to fend off those accusations.

22. The second offer for the Associations was access to the SME Fund then proposed by the government to support the SME sector. The fund was to be channelled through the registered Associations. The members accessing the fund would repay at an interest of 9%, which was below what commercial banks were demanding. The SME fund was never operationalised.

23. In addition, it was his averment that the Association had failed to conduct elections as per the Associations constitution that required elections to be held every three years. It was his assertion that the last elections to be held were in 2013 and since then no

elections had been held. This was an affront to the Associations constitution and therefore the current officials were in office illegally. He relied on a letter from the Registrar of Societies dated 3rd March, 2018. The Associations constitution provided a tenure of three years, renewable once for the officials. The current officials had been in office since 2009, this being 11 years.

24. While the Associations constitution provided for the elections to be conducted every three years, the law and the Associations constitution required that an Annual General Meeting (AGM) be conducted every year for the members to receive reports, interrogate the accounts and financial records of the association and where appropriate appoint or confirm the Associations auditors.

25. He further added that the Association had no physical address from which they operate from, which is a violation of the requirements under the Societies Act.

26. Further no annual returns had been filed as at the time of the complaint being lodged. The members therefore could not tell the health of the Association. The last annual returns had been filed in 2014.

27. It was his assertion that the Association had also registered a Sacco called Nakuru Shades JUKA Investment Co-operative Society Ltd without the approval of the members and some of the funds for the Association had been diverted to the Sacco. His attempts to inquire about the Sacco had been met with a thorough tongue lashing and he was chased away from the meeting.

28. The claimants also assert that the Association had failed to constitute the management committee. The names provided were in their opinion of strangers who are not genuine members of the Association. The alleged list of the management committee had also not been deposited with the Registrar of Societies as required by law.

29. Because of the failure to prepare and file audited returns of the Association, the claimants averred that the respondents had misappropriated the Association funds. He added that some of the monthly contributions and the membership fees had not been captured in the financial statements and the audited reports.

30. He added that while the Association had over 300 members, the respondents had only declared 76 who were in the list of those purchasing plots. The under-declaration had also been repeated in the returns filed after this case as lodged with the tribunal, which not only gave an erroneous position on the membership but also denied the government revenue owing to the fees payable that is pegged on the membership.

31. The claimants averred that the Association had land and buildings and these had not been declared in the returns made to the Registrar of Societies. It was their evidence that the land purchased through the K-Rep bank was not declared by the respondents.

32. Responding to the counterclaim, the claimant stated that the prayer for an injunction was unmerited as the respondents were in breach of the Associations constitution and the claimants as bona fide members of the Association could not be restrained in the manner contemplated by the respondents.

33. The claimants reiterated in cross examination that though the constitution provided that membership to the Association would cease upon defaulting to pay for 6 months, the claimants asserted that the membership cessation could only be formalised after they have been referred to the disciplinary committee and given a chance to defend themselves.

RESPONDENTS EVIDENCE.

34. The 2nd respondent gave evidence on behalf of the 3 respondents herein. She confirmed that the 1st and 2nd claimants were formerly members of Shabab Jua Kali Association but their membership had ceased upon default to remit the monthly contributions in January 2013 and March 2016 for the 1st and 2nd respondent's respectively.

35. She averred that the respondents stopped attending the Association meetings after they halted paying their monthly contributions and their names expunged from the register of members. Only compliant members could be allowed to attend the monthly meetings and participate in the AGM and elections.

36. It was her further assertion that the import of clause 6(c) and 6(f) were for different scenarios. Clause 6(c) was absolute that a member who failed to remit their monthly contribution for 6 months automatically ceased to be a member. Clause 6(f) envisaged a situation where a member was alleged to have misconducted themselves and therefore were subject to the disciplinary process of the Association. In the latter case, then the member would need to be taken through the disciplinary process set out in the Associations constitution. That was not the case with the claimants.

37. It was also her evidence that the 1st claimant ceased to be a member of the Shabab Jua Kali Association when he registered the Shabab All Homes Association. This 1st claimant admitted that he had registered and chaired the said Shabab All Homes Association.

38. She added that the housing project and membership were separate entities and a member who was a participant in the housing project could continue with the project and obtain title deed for their plot even after they ceased to be members of the Association.

39. She denied the claimants assertions that the respondents had failed to abide by the constitution of the Association. She stated that the allegations of mismanagement and misappropriation of the Associations funds were false and far-fetched.

40. She relied on the minutes of the Association that she produced before the tribunal that showed the Association had held the AGMs over the years as required by the Associations constitution. She produced the minutes of 2013, 2015 and 2018. She emphasised that the 1st claimant did not attend the 2015 and 2018 AGMs as he had ceased to be a member. The 2nd claimant attended the 2015 AGM and even contested for the position of chairperson but garnered only one vote, losing to the current chair. It is noteworthy that the 2nd claimant is one of the founder members of the Association.

41. The witness added that the current officials were serving their second and final term having been re-elected in July, 2018. Their term therefore ends in June, 2021. It was her evidence that the first elections were in 2015 and not 2013 as alleged by the claimant's. The previous years they had served as interim officials despite the fact that the Association held AGM's and in which the election of officials ought to have taken place.

42. She denied the allegations of the claimant's that the respondents had failed to prepare and present the audited accounts and the financial statements of the Association. She relied on the statements attached to their defence. It shows the statements were filed with the Registrar of Societies, though late but they were now in compliance.

43. The 2nd respondent denied that the Association altered their objectives. The engagement of the Association with land buying arose from a Presidential initiative that was aimed at strengthening Jua Kali Associations through linking them with banks to enable them access affordable credit as the interest rates by commercial banks were prohibitive and there were conditions that most Associations could not meet.

44. She acknowledged that the members declared were only for Phase I, where 76 members, including the claimants were beneficiaries. The claimants were yet to collect their title deeds as they had not completed making payments for their plots. The 1st claimant's wife had also not received her title deed as she had also not completed paying for her plot.

45. In regard to the allegation that the Association had not declared that they own land and buildings, the witness stated that the land that was being allocated to members was purchased with a loan from K-Rep Bank. The bank had therefore charged the land to secure payment for the same. The Association was therefore only a trustee for the members with the bank and the Association was not allocated any plot. It was therefore not true that the respondents had failed to declare the ownership of land and buildings in their returns to the Registrar of Societies.

46. She added that she was informed that the claimants had placed a caution on the land to stop the processing of the title deeds for the members. However, when applying for the title deeds for the members to be processed, there was no caution to stop the lands officials from processing the titles and that is how some members had already obtained their title deeds.

47. She clarified that though the bank had financed the purchase of land, the members were responsible for raising the costs related to the transfer of the land to the respective members and thus the cost escalating from Ksh. 122,800 to Ksh. 142,000. She

was not aware that the 1st claimant had paid an extra Ksh. 19,000 as claimed. That notwithstanding, the 1st claimant had not paid the full amount to warrant the processing of his title deed.

48. As regards the share for the 1st claimant's wife, the witness stated she had paid only Ksh. 99,750. The payments due for Phase II were Ksh. 186,000. In addition to the alleged extra payment of Ksh. 76,200, the full amount for the plot were not fully paid. Each Phase had different payments as they were acquired differently.

49. It was also her evidence that the officials had not received the request from the 1st claimant's wife to transfer the same to the 1st claimant. It was her assertion that to transfer the plot, the two parties were required to present themselves to the officials and sign the transfer before it could be effected. She added that each Phase of the housing project had different bank accounts and it was not possible to pay for one phase in the bank account of different phase.

50. It was also her evidence that they had not violated the Association rules as they were first elected in 2015 and then re-elected in 2018. Prior to 2015, they served as interim officials of the Association.

ANALYSIS OF THE EVIDENCE AND FINDINGS.

51. Upon close consideration of the oral and documentary evidence produced herein, the following is evident.

52. That the Shabab Jua Kali Association was formed sometimes in 2003 but was largely dormant until sometimes in 2008. Among the founder members is the 2nd claimant. It is also not disputed that the 1st claimant joined the Association sometimes in 2011, by paying the membership fee and subsequently the monthly contributions until January, 2013. From his own evidence, the last payments were in January, 2013.

53. In the Micro and Small Enterprises Act, No. 55 of 2012, (The Act) section 55 (1), which deals with the jurisdiction of the Micro and Small Enterprises Tribunal (MSET), provides that the tribunal has the mandate to deal with the following disputes:

“(1) If any dispute concerning the micro and small enterprises arises— (a) among members, past members and persons claiming through members, past members of associations and or administrators of estate of deceased members of the associations;

(b) between members, past members or administrators of estate of deceased members of the association, and the Authority, or any of their officers or members;

(c) between the Authority and an association, it shall be referred to the Tribunal for determination.

54. It is therefore clear that the tribunal has the jurisdiction to hear and determine a dispute contemplated under section 55(2) of the Act where the parties include current or past members or persons claiming through present or former members. It is critical to have this in mind for reasons that will become evident shortly.

55. It has been stated by the respondents that the claimants had no legal basis to commence the proceedings herein as they are not members of the Shabab Jua Kali Association. It was averred that their membership ceased in January, 2013 and October, 2016 respectively when they stopped remitting their monthly contributions as provided under clause 6(b) of the Associations constitution. The clause provides that *“every member shall pay a monthly contribution of Ksh. 100 not later than 15th of each month”*.

56. The Association's constitution provides in clause 6 (c) provides as follows: **“Any member who falls into arrears for more than six months shall automatically cease to be a member of the Association and his/her name shall be struck off the register of members. The committee may however at its discretion reinstate such a member on payment of the total amount of subscription outstanding”**

57. There is therefore no doubt in our minds that the 1st and 2nd claimants were *not* members of the Shabab Jua Kali Association at the time of filing this claim. Their membership had ceased automatically 6 months after they defaulted in the payments of their

monthly membership fees. Both claimants admit that they stopped the payments in 2013 and 2016 respectively.

58. Though the claimants had averred and testified that they are members of the Association, it is evident that the legs upon which their claim can be sustained is only as past members of the Association. We therefore agree with the counterclaim by the respondents that the claimants are not members but only to the extent that they were not current members. Their locus to file the claim is however valid as they are past members of the Association.

59. We deem it vital that we also distinguish the clause 6(c) and (f) of the Associations constitution. Clause 6(c) is independent and pegged only on the default of the member failing to remit their monthly contributions for 6 months. It is also clear that the framers of the Association's constitution contemplated "6 consecutive months" and not "cumulative". It is important to have this distinction as the latter would result into an absurd outcome. Clause 6(c) therefore takes effect with no active input from the Associations officials except for expunging the names from the register or considering an application for reinstatement of persons who have ceased to be members from the operation of this clause.

60. Clause 6(f) contemplates a situation where the members have misconducted themselves and they have to undergo the disciplinary process before the expulsion can be considered. To that extent, we also agree with the respondent's assertion that the claimants' cessation of membership was complete upon expiry of 6 months of defaulting on their monthly contributions and did not require the ratification of the officials and the AGM.

61. In view of the above, the rights accruing to members ceased to be available to the claimants on the cessation of their membership with the Association. They only retained the residual rights of past members and the rights and obligations accruing thereto.

62. It is however clear in our minds that as per the provisions of clause 6(c) of the Associations constitution, the claimants are at liberty to re-apply for membership upon compliance with the requirement to pay up all arrears for monthly contribution to the Association. We would not wish to state more as that would constrain the liberty of the Association to review any application for membership from the claimants.

63. The 1st claimant admitted that he is the chair of Shabab All Homes. The respondents contended that by virtue of that he was ineligible to continue being a member of the Shabab Jua Kali Association. We have no doubt in our minds that it is undesirable to have a member in two Associations undertaking the same objectives. The critical issue is therefore to determine with certainty whether the two Associations have the same objectives. While we were privy to the constitution and therefore the objectives of the Shabab Jua Kali Association, we were unable to be determinative as we did not have the benefit of the constitution and objectives of Shabab All Homes Association.

64. The above does not however apply to the 2nd claimant as there was no claim or evidence that he was a member of any other Association save for Shabab Jua Kali Association.

65. That said, we now evaluate the allegation that the respondents had violated the Associations constitution. From the evidence adduced before the tribunal, we note a litany of both deliberate and innocent omissions and commissions on the part of the respondents as the officials of the Association.

66. Foremost, with the admission that the Association was formed sometimes in 2003, it is inconceivable that the Association would conduct AGM and fail to elect officials as required by its constitution. To have the same officials act as interim officials in consecutive tenures does not sound objective. Indeed, we are petrified by the thought that the same officers would attend an AGM in 2011 and again in 2013 as interim officials.

67. It has not been stated what challenges were evident to cause such kind of flagrant abuse of the Associations constitution. We deem it immaterial that some of the officers could have come in mid-stream from the revival in 2009. The holding of proper elections to give a legitimate mandate to the officials is one of the core and cardinal tenets of good governance.

68. The purported acting as interim officials from 2009 to 2015, a period of 6 years therefore flies in the face of good governance. We thus agree with the claimants that the respondents have failed to comply with the provisions of the Associations

constitution that requires the holding of elections every 3 years as set out under clause 18 of the Associations constitution.

69. For the avoidance of doubt and the irregularities in the current office notwithstanding, the current officials are not eligible to vie for any office in the forthcoming elections of the Association. They have clearly served beyond their mandate as per the Associations constitution.

70. As the breach commenced when the claimants were still members of the Association and continued after their membership ceased, we deem that their demand is not superfluous.

71. It is also clear that the respondents did not take the matter of preparing and presenting Audited Accounts and Financial Statements seriously. In the minutes of 9th May, 2015, the agenda shows the presentation of Audited Accounts and Financial Statements for the years 2011, 2012, 2013 and 2014. This is a clear breach of the law. The law does not contemplate the banding together of the reports for multiple years for presentation in a single AGM. This presupposes that the Association did not have an AGM in 2012 and 2013 which in itself is a breach of Associations constitution. Clause 14 as read with clause 11(b) contemplates that these accounts and statements will be prepared and presented at every AGM, whether elections are being conducted or not. In that regard, we find basis to find that the respondents breached the Associations constitution by failing to prepare and avail the Associations Audited Accounts and Financial Statements.

72. Though the respondents later prepared the Accounts and Statements, they were done much later and only after the present claim was filed. Indeed, we find a serious anomaly, bordering on fraud with the Accounts and Statements. The Accounts said to be for December 2018 are signed on 12th May, 2014!!

73. The returns for the years ending 2015, 2016, 2017, 2018 and 2019 were all filed on 4th August, 2020, during the subsistence of this claim. It therefore follows that the respondents were not in compliance as at the time of filing this claim.

74. In the returns filed by the respondents on 4th August, 2020, the members are indicated as 100. In the evidence before the tribunal, the respondents admitted that there are more than 300 members of the Association. This is not only a deliberate misrepresentation of material facts, falsification of information with a fraudulent intent, but also denies the government revenue, the amount notwithstanding. That this was done during the pendency of the claim connotes bad faith on the part of the respondents.

75. In the defence filed by the respondents, they annexed copies of the minutes of the AGM for 2015 and 2018. We note that the minutes of 2nd June, 2018 are not signed. It raises the question of whether indeed the AGM of 2018 was held. We don't find it plausible that the minutes of an election AGM are only read and confirmed in another AGM year as explained by the respondents.

76. On the counterclaim by the respondents seeking for an injunction to restrain the claimants from interfering with the activities of the Association, we find that the evidence adduced is not sufficient to satisfy the grant of an injunction.

The grounds for the grant of an injunction are clearly elucidated in the case of *Giela vs Cassman Brown*, and none of them were met in the current case.

77. Obiter Dicta: We deem it necessary that the CEDO assists the Associations to craft their constitutions in a manner that allows for Fair Administrative processes as provided for under both Article 47 of the Constitution and the Fair Administrative Action Act, No 4 of 2015.

DETERMINATION AND FINAL ORDERS.

78. Based on our findings above we are inclined to make the following declarations and directions.

- i. That the claimants are currently not members of Shabab Jua Kali Association as they ceased to be members upon failure to remit their monthly remittances to the Association in line with clause 6(c) of the Association constitution.
- ii. That the claimants remain participants in the housing project and for the purpose of closure, the parties with the assistance of the

County Enterprise Development Officer (CEDO) do reconcile the payments made by the claimants and the claimants to finalise payments within 90 days to facilitate the processing and collection of their title deeds.

- iii. That the respondents do update the list of bona fide members of the Association.
- iv. The respondents to issue the notice for an AGM of the Association within 14 days of this Judgement and the same to be held not later than 28th December, 2020.
- v. The elections to be supervised by the Registrar of Micro & Small Enterprises or the representative and the CEDO responsible for Nakuru County and the County Social Service Department.
- vi. Prior to the holding of the elections ordered under (iii) above, all the prerequisites for the AGM to be complied with, including the preparation and sharing of Audited Accounts and Financial Statements to the current members.
- vii. This Judgement to be served upon the Registrar of Associations and the CEDO Nakuru for compliance.
- viii. In view of the finds above, we order that each party bear its costs of this claim.

Dated and Delivered at Nakuru this 28th Day of October, 2020.

Chairperson: Hon. Jackson Bett

Vice Chairperson: Hon. Robert M’angat

Member: Hon. Alvin Kirui

Member: Hon. Joseph Were

In the presence of:

1st Claimant

2nd Claimant

Advocates for the Respondents

1st Respondent

2nd Respondent

3rd Respondent



While the design, structure and metadata of the Case Search database are licensed by [Kenya Law](#) under a [Creative Commons Attribution-ShareAlike 4.0 International](#), the texts of the judicial opinions contained in it are in the [public domain](#) and are free from any copyright restrictions. Read our [Privacy Policy](#) | [Disclaimer](#)