



REPUBLIC OF KENYA

IN THE SUPREME COURT OF KENYA

(Coram: Wanjala, Njoki, Lenaola, Ouko & Warsame, SCJJ)

PETITION NO. E053 OF 2025

-BETWEEN-

RED AND YELLOW OUTDOOR LIMITED..... APPELLANT

-AND

SHILOAH INVESTMENT LIMITED.....RESPONDENT

*(Being an appeal from the Ruling and orders of the Court of Appeal at Kisumu
(Makhandia, Omondi & Nyamweya, JJ.A.) dated 7th November 2025 in
Civil Application No. E017 of 2025*

Representation:

Mr. Khaminwa & Mr. Nengo for the Appellant
(Khaminwa & Khaminwa Advocates and J. Nengo & Associates Advocates)

Mr. Wasuna for the Respondent
(Wasuna & Company Advocates)

JUDGMENT OF THE COURT

A. INTRODUCTION

[1] The appeal before this Court is dated 17th December, 2025 and filed on 30th April, 2026 pursuant to Article 163(4)(a) of the Constitution. The appeal

challenges the ruling of the Court of Appeal, which held that, by virtue of Section 15 of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act, Cap. 301, it lacked jurisdiction to entertain the appellant's intended appeal. The appellant contends that, in reaching that determination, the Court of Appeal misinterpreted and misapplied Articles 2(4), 48, 50(1), 159(2)(d), 164(3) and 259(1) of the Constitution, thereby denying it access to justice and a fair hearing.

[2] Essentially, the dispute centered on whether the advertisement agreement constituted a controlled tenancy under Cap. 301 and, subsequently, whether the Court of Appeal properly interpreted the constitutional and statutory framework governing appellate jurisdiction after the Business Premises Rent Tribunal had determined that the Act was inapplicable to the parties' relationship.

B. FACTUAL BACKGROUND

[3] The appellant and the respondent had an arrangement under which the appellant was granted the right to use advertising space on the exterior walls of the respondent's premises, Mega Plaza, situated on Kisumu Municipality Block 7/380, for the display of commercial advertisements. The arrangement continued until 27th July 2024, when the respondent notified the appellant that the agreement would not be renewed and required the appellant to remove its advertising structures from the premises.

[4] The appellant argued that the arrangement constituted a controlled tenancy within the meaning of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act, Cap. 301, and was therefore entitled to statutory protection against termination. Conversely, the respondent contended that the agreement merely conferred a license to utilize advertising space on the exterior wall of the building and did not create a landlord and tenant relationship capable of falling within the ambit of Cap. 301 of the Laws of Kenya.

C. LITIGATION HISTORY

i) Proceedings at the Business Premises Rent Tribunal

[5] Following the respondent's decision to terminate the arrangement and remove the appellant's advertising structures, the appellant challenged the termination vide a Reference dated 30th July 2024 at the Business Premises Rent Tribunal, on the basis that it was unlawful and violated its rights under the tenancy agreement. Simultaneously, it filed a Notice of Motion seeking, among other orders, to restrain the respondent from evicting it or interfering with its quiet possession of the advertising space pending the determination of the reference. Upon considering the application, the tribunal issued interim orders on 31st July 2024 restraining the respondent from interfering with the appellant's occupation of the suit premises.

[6] The respondent opposed the application of 30th July 2024, by way of a replying affidavit dated 6th August 2024. Subsequently, the appellant filed an Amended Reference dated 28th October 2024, raising additional complaints against the respondent, including allegations of extortion arising from the tenancy relationship. In turn, the respondent filed an application seeking to set aside the interim orders issued by the tribunal and, more significantly, a Preliminary Objection dated 8th November 2024 challenging the tribunal's jurisdiction. The respondent contended that no landlord-tenant relationship existed between the parties within the meaning of Section 2(1) of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act, arguing that the agreement merely granted the appellant a licence to erect advertising signage and did not confer possession of business premises capable of constituting a controlled tenancy.

[7] In a ruling delivered on 18th December 2024, the tribunal identified the principal issue for determination as whether it had jurisdiction under Section 2(1) of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act to entertain the dispute. Upon examining the statutory definition of a controlled

tenancy, the tribunal found that the agreement between the parties concerned only the use of advertising space on the exterior wall of a building and did not grant the appellant possession or occupation of business premises in the manner contemplated under the Act, *ergo*, the arrangement did not constitute a controlled tenancy. Consequently, having found that no landlord-tenant relationship existed within the meaning of the Act, the tribunal upheld the respondent's Preliminary Objection, struck out the appellant's Amended Reference dated 28th October 2024 for want of jurisdiction, and awarded the respondent costs.

ii) *Proceedings at the Environment and Land Court*

[8] Being aggrieved by the decision of the tribunal, the appellant lodged an appeal before the Environment and Land Court on 21st December 2024, seeking to overturn the tribunal's finding that it lacked jurisdiction and to have the dispute remitted to the tribunal for hearing on its merits. Pending the determination of the appeal, the appellant filed two interlocutory applications. In the first application, dated 21st December 2024, the appellant sought an order prohibiting the respondent from evicting it or otherwise interfering with its quiet possession of the advertising space pending the hearing and determination of the appeal. The appellant contended that the tribunal had erroneously declined jurisdiction and maintained that the tenancy was a protected tenancy incapable of termination by effluxion of time. It further asserted that the orders sought were necessary to preserve the subject matter of the appeal, that only part of the leased advertising space had been removed, and that the respondent's actions had jeopardized its contractual obligations with third parties.

[9] The appellant subsequently filed a second application dated 2nd January 2025, seeking orders compelling the respondent to grant it access to the advertising space, release its equipment and tools of trade, restrain any further interference with its occupation, cite the respondent for contempt of court, and direct the

Officer Commanding Kisumu Central Police Station to enforce compliance with the court's orders.

[10] In response, the respondent filed grounds of opposition and a replying affidavit, contending that the agreement between the parties had expired on 31st July 2024 by effluxion of time, and that the appellant had already been removed from the advertising space before the filing of the application. It further contended that a new agreement had already been entered into with another advertiser, that the appellant had failed to disclose these material facts when obtaining interim orders, and that the appeal had no prospects of success. The respondent also challenged the court's jurisdiction and argued that the appellant had failed to satisfy the requirements for the grant of stay or any interlocutory relief.

[11] In a ruling delivered on 6th February 2025, the Environment and Land Court (*Asati, J.*) considered both applications together. Regarding the application dated 21st December 2024, the court found that the agreement between the parties had expired before the application was filed, and that the appellant had already been removed from the advertising space. Consequently, the eviction which the appellant sought to restrain had already taken place. The court further held that an order of prohibition was unavailable at the appellate stage and that, even if the application was treated as one seeking stay of execution pending appeal, the appellant had failed to satisfy the applicable legal requirements. The court observed that the lawfulness of the termination of the agreement and the tribunal's jurisdiction were matters to be determined during the substantive hearing of the appeal.

[12] With regard to the application dated 2nd January 2025, the court held that, since the agreements had expired and the appellant had already been removed from the advertising space, there was no basis upon which to grant access to the premises, restrain the respondent's use of the premises, compel the release of the

appellant's property, or cite the respondent for contempt. The court also noted the respondent's evidence that the advertising space had already been allocated to a third party before the applications were filed. Accordingly, the court found both applications to be devoid of merit and dismissed them with costs to the respondent.

iii) *Proceedings at the Court of Appeal*

[13] Dissatisfied, the appellant filed a Notice of Motion dated 17th February 2025 before the Court of Appeal seeking, principally, an order staying the proceedings in ***ELC Appeal No. E108 of 2024***, pending the hearing and determination of the intended appeal. The appellant had also sought interim injunctive orders restraining the respondent from interfering with its occupation of the suit premises, compelling the release of its seized goods and tools of trade, restoring access to the premises, and directing the Officer Commanding Kisumu Central Police Station to enforce compliance.

[14] The respondent opposed the application, contending that the tenancy agreement had expired by effluxion of time and that the appellant had already been evicted before instituting the applications before the Environment and Land Court. It further argued that the intended appeal was not arguable, that any loss suffered by the appellant was compensable by damages, and that neither the Tribunal nor the Environment and Land Court had issued any positive orders capable of being stayed. More fundamentally, the respondent raised an objection challenging the jurisdiction of the Court of Appeal, arguing that Section 15 of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act expressly makes the decision of the Environment and Land Court final in appeals arising from the Business Premises Rent Tribunal, thereby excluding any further appeal to the Court of Appeal.

[15] In a ruling delivered on 7th November 2025, the Court of Appeal first considered the preliminary issue of jurisdiction, observing that it was determinative of the application. The court held that the Constitution and statute confer jurisdiction, and it cannot be assumed where none exists. Relying on ***Macharia & another Vs Kenya Commercial Bank Ltd & 2 others*** [2012] KESC 8 (KLR) and ***Nyutu Agrovat Limited Vs Airtel Networks Kenya Ltd*** [2024] KECA 523 (KLR), the court held that Article 164(3) of the Constitution defines the jurisdictional limits of the Court of Appeal but does not create an unrestricted right of appeal. The court further held that Section 15 of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act expressly provides that decisions of the Environment and Land Court on appeals arising from the Business Premises Rent Tribunal are final and not subject to further appeal. It observed that such provisions are finality clauses intended to limit successive appeals in the interests of certainty and finality in litigation, and are distinct from ouster clauses that entirely exclude judicial oversight. Consequently, the court concluded that it lacked jurisdiction to entertain both the intended appeal and the interlocutory application arising therefrom. It therefore found the Notice of Motion dated 17th February 2025 incompetent and struck it out, with no order as to costs.

[16] It is noteworthy that the substantive appeal before the Environment and Land Court remained pending, and the ruling appealed from dealt only with the interlocutory applications.

iv) Proceedings at the Supreme Court

[17] Undeterred, the appellant has now filed this instant appeal on grounds that the Court of Appeal erred in its ruling by:

- a) Misinterpreting Article 164(3) by holding that a statutory provision could curtail constitutional appellate jurisdiction.*

- b) Applying Section 15 of Cap 301 to a dispute the BPRT had judicially determined to fall outside Cap 301.*
- c) Creating a constitutional vacuum wherein the appellant was left without any forum for redress.*
- d) Elevating a statutory finality clause above constitutional guarantees, contrary to Articles 2(4) and 259(1).*
- e) Misapplying the ratio in Nyutu Agrovat, which authorizes appellate intervention where literal application of a finality clause would produce injustice.*
- f) Failing to interpret Section 15 of Cap 301 in harmony with the Constitution, contrary to Article 259(1).*
- g) Failing to determine the appellant's explicit submission on estoppel, violating Article 50(1) and Article 10.*
- h) Rendering a decision that undermines coherence and rationality in the judicial process, contrary to Articles 48, 159(2)(d) and 10.*

[18] The appellant, therefore, seeks the following reliefs:

- i. That this Appeal be allowed.*
- ii. That the Court sets aside the Ruling and Order of the Court of Appeal at Kisumu delivered on 7th November 2025 in Civil Application No. E017 of 2025.*
- iii. That the Court declares that Section 15 of Cap 301, as applied to this dispute, is inconsistent with the Constitution and cannot oust appellate jurisdiction where injustice or Constitutional violations arise.*
- iv. That the Court declares that the Court of Appeal's interpretation and application of Section 15 violated the appellant's rights under Articles 48 and 50(1).*

- v. *That the Court declares that the Court of Appeal's failure to consider the Petitioner's written submissions was a violation of the Petitioner's rights under Article 50 of the Constitution.*
- vi. *That the Court declares that where the BPRT has declined jurisdiction for inapplicability of Cap 301, an aggrieved party retains a constitutional right to seek appellate redress under Article 164(3) of the Constitution.*
- vii. *That the Court directs the Court of Appeal to hear and determine the appellant's application for stay of proceedings on its merits.*
- viii. *Any other relief the Court may deem fit.*

[19] In response to the appeal, the respondent filed Grounds of Objection dated 20th May 2026, contending that the appeal is incompetent, misconceived and an abuse of the court process. The respondent principally argues that the appeal was filed out of time without leave; that the impugned ruling, being an interlocutory decision arising from an intended appeal, is not appealable under Article 163 of the Constitution; that this Court lacks jurisdiction under Article 163(4) because the Court of Appeal determined no constitutional issue; and that the questions raised have already been conclusively settled by this Court.

[20] In a rebuttal, the appellant filed a further affidavit dated 9th June 2026. The appellant opposes the respondent's Grounds of Objection, maintaining that the petition was filed within time through the Supreme Court's electronic filing system and that the subsequent filing on 30th April, 2026 merely involved the resubmission of hard copies following directions issued by the Deputy Registrar. The appellant further contends that the appeal properly invokes this Court's jurisdiction under Article 163(4)(a) as it raises constitutional questions concerning access to justice, the right to a fair hearing and appellate jurisdiction, rather than the interpretation of Section 15 of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act. It is further deposed that, having successfully

argued before the Business Premises Rent Tribunal that the Act was inapplicable to the dispute, the respondent is estopped from subsequently relying on Section 15 to defeat the appellant's right of appeal. According to the appellant, the Court of Appeal's reliance on that provision, and its failure to consider the appellant's submissions on jurisdiction and estoppel, denied the appellant access to justice and a fair hearing.

D. PARTIES' SUBMISSIONS

i. Appellant's Submissions

[21] In its submissions dated 17th June 2026, the appellant submits that the petition was filed within the time prescribed by Rule 38(1) of the Supreme Court Rules. It argues that the Notice of Appeal was lodged on 17th November 2025, the petition was electronically filed on 18th December 2025, and the requisite filing fees and security for costs were paid within time. According to the appellant, the subsequent filing undertaken on 30th April, 2026 merely involved the resubmission of hard copies following directions issued by the Deputy Registrar to rectify electronic filing anomalies, and did not constitute the date of filing. The appellant therefore contends that the objection is founded on a mistaken appreciation of the filing process and that, in any event, Article 159(2)(d) of the Constitution requires the Court to administer justice without undue regard to procedural technicalities.

[22] The appellant further submits that the appeal falls within Article 163(4)(a) of the Constitution because it concerns the interpretation and application of Articles of the Constitution. It contends that the Court of Appeal erred by construing Section 15 of Cap. 301 as completely ousting its constitutional appellate jurisdiction under Article 164(3). According to the appellant, while Parliament may regulate appellate procedure, it cannot, through an ordinary statute, extinguish constitutional appellate oversight where constitutional violations, jurisdictional

errors or manifest injustice arise. The appellant argues that the Court of Appeal misapplied this Court's decision in *Nyutu(supra)*, which recognizes that statutory finality clauses are not absolute and do not preclude appellate intervention where a tribunal acts without jurisdiction or fundamental legal principles are violated.

[23] It is the appellant's submissions that the Court of Appeal's interpretation of Section 15 created an unconstitutional vacuum. It argues that the Tribunal declined jurisdiction because Cap. 301 did not apply, while the Court of Appeal declined jurisdiction because Cap. 301 did apply, thereby leaving the appellant without any judicial forum in which to challenge the legality of its eviction. According to the appellant, such an outcome violates the constitutional guarantees of access to justice under Article 48, the right to a fair hearing under Article 50(1), the principle of substantive justice under Article 159(2)(d), and the rule of law. It relies on the case of *Modern Holdings (E. A) Ltd Vs Kenya Ports Authority* [2018] KESC 23 (KLR) to argue that statutory dispute resolution mechanisms and finality clauses should not be interpreted in a manner that extinguishes constitutional remedies or deprives litigants of judicial recourse.

[24] The appellant contends that the respondent is estopped from relying on Section 15 of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act after having successfully argued before the Business Premises Rent Tribunal that the Act was wholly inapplicable to the dispute and that the relationship between the parties was merely that of licensor and licensee. It argues that once the Tribunal accepted that position and declined jurisdiction, the statutory framework under Cap. 301, including the finality clause contained in Section 15, ceased to apply. Consequently, the respondent could not subsequently invoke the same statutory provision before the Court of Appeal to defeat appellate recourse.

[25] The appellant urges that the Court of Appeal violated its right to a fair hearing by failing to consider and determine its submissions on estoppel. It contends that the respondent's inconsistent positions formed the central issue before the Court of Appeal, yet the impugned ruling was completely silent on that question. It therefore maintains that the failure to render a reasoned determination on a central issue amounted to a violation of Article 50(1) of the Constitution and rendered the impugned ruling constitutionally defective.

ii. Respondent's Submissions

[26] In their submissions dated 29th June, 2026, the respondent submits that this Court lacks jurisdiction to entertain the appeal because it arises from an interlocutory ruling of the Court of Appeal dismissing an application for stay pending an intended appeal. It argues that appeals from interlocutory decisions do not lie to this Court unless they involve a substantive constitutional issue that was pleaded, canvassed and determined throughout the superior courts, circumstances which, according to the respondent, do not arise in the present case.

[27] The respondent further submits that the appeal does not satisfy the requirements of Article 163(4) (a) of the Constitution since the proceedings before the Business Premises Rent Tribunal, the Environment and Land Court and the Court of Appeal concerned only the interpretation and application of Sections 2 and 15 of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act. It contends that no constitutional issue was pleaded or determined in the courts below and, in the absence of certification under Article 163(4)(b), this Court lacks appellate jurisdiction.

[28] On the merits, the respondent contends that Section 15(4) of the Act is a valid statutory finality clause that limits further appeals from decisions of the Environment and Land Court in matters arising under the Act. It argues that the provision does not amount to an unconstitutional ouster clause and that the

question of statutory finality has already been conclusively settled by this Court, particularly in **Nyutu**, which the Court of Appeal correctly applied.

[29] Further, the respondent rejects the appellant's contention that it is estopped from relying on Section 15 of the Act. It submits that it has consistently relied on the provisions of Cap. 301 throughout the proceedings, including before the Business Premises Rent Tribunal, where its objection was founded on Section 2 of the Act. According to the respondent, there is no inconsistency in its position, and the appellant's argument on estoppel is therefore without merit. The respondent accordingly urges the Court to dismiss the appeal with costs.

E. ISSUES FOR DETERMINATION

[30] Upon appreciation of the parties' pleadings and submissions, the following are the issues for determination by the Court:

a) Whether this Court has jurisdiction to hear and determine the appeal?

b) If the answer to a) above is in the affirmative, whether the Court of Appeal erred in its decision of 18th July 2025?

F. ANALYSIS AND DETERMINATION

i. Whether this Court has jurisdiction to hear and determine this appeal?

[31] We start by noting that the appellant has approached this Court under Article 163(4)(a) of the Constitution, which allows appeals as of right to the Supreme Court in all cases involving interpretation and application of the Constitution. The Article provides that:

“(4) Appeals shall lie from the Court of Appeal to the Supreme Court—

(a) as of right in any case involving the interpretation or application of this Constitution;”

[32] The question as to when this Court will assume appellate jurisdiction on the basis of Article 163 (4) (a) of the Constitution has been repeatedly addressed in a number of cases. We have no doubt that the guiding principles enunciated by this Court as to when and whether it may assume appellate jurisdiction are not only clear, but devoid of any ambiguity. In ***Lawrence Nduttu & 6000 Others Vs Kenya Breweries Ltd & Another***, SC Petition No. 3 of 2012; [2012] eKLR, we held that:

“The appeal must originate from a Court of Appeal case where issues of contestation revolved around the interpretation or application of the Constitution. In other words, an appellant must be challenging the interpretation or application of the Constitution which the Court of Appeal used to dispose of the matter in that forum. Such a party must be faulting the Court of Appeal on the basis of such interpretation. Where the case to be appealed from had nothing or little to do with the interpretation or application of the Constitution, it cannot support a further appeal to the Supreme Court under the provisions of Article 163 (4) (a).”

[33] From the jurisprudence of this Court, it is evident that the issues over which this Court would exercise its jurisdiction pursuant to Article 163(4)(a) of the Constitution are only issues involving the interpretation or application of the Constitution. These issues must have been identified as involving interpretation or application of the Constitution. They must have been argued in the court of first instance and canvassed through the hierarchy of courts, at the Court of Appeal and finally to this Court. However, mere allegation by a party that a question of constitutional interpretation or application is involved does not automatically bring the appeal within the ambit of Article 163 (4) (a) of the Constitution. A party must show that the matter, by virtue of the court’s determination, took a constitutional trajectory of interpretation and application. We must ergo ask

whether this petition raises issues of constitutional interpretation and application, and if the same had been canvassed in the superior courts and progressed through the normal appellate mechanism so as to reach this Court by way of an appeal. Does this appeal strictly involve constitutional interpretation or application; what were the questions that engaged the two courts below, and how did the two courts resolve those questions?

[34] We have examined the background of the dispute in the superior courts. The gist of the instant appeal revolves around the manner in which the Court of Appeal tackled the application of Section 15 of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act, which expressly provides that decisions of the Environment and Land Court on appeals arising from the Business Premises Rent Tribunal are final and not subject to further appeal, and proceeded to juxtapose its application against Articles 164(3) of the Constitution. It is evident to us that neither the Environment and Land Court nor the Court of Appeal's decision involved a question of constitutional interpretation or application. Upon careful consideration, it is apparent that, the decision of the Court of Appeal made reference to Article 164 (3) of the Constitution in affirming its position and findings regarding the application of Section 15 of the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act.

[35] To our minds therefore, there is no discernible issue that requires this Court to interpret or apply the Constitution afresh. The constitutional provision referred to was neither the subject of novel interpretation nor applied in a manner that raised any substantial controversy requiring this Court's intervention. The appeal before us is therefore devoid of a demonstrable constitutional trajectory and does not fall within the appellate jurisdiction of this Court under Article 163(4)(a) of the Constitution.

[36] As we held in ***Paul Mungai Kimani & 20 others (on behalf of themselves and all members of Korogocho Owners Welfare Association) Vs Attorney-General & 2 others***, (Petition 45 of 2018) [2020] KESC 9 (KLR), mere allegation(s) of constitutional violations or citation of constitutional provisions, or issues on appeal which involves little or nothing to do with the application or interpretation of the Constitution does not bring an appeal within the jurisdiction of the Supreme Court under Article 163(4)(a) of the Constitution. It is only cardinal issues of constitutional law or of jurisprudential moment, and legal issues founded on cogent constitutional controversies, that deserve the further input of the Supreme Court under Article 163(4)(a) of the Constitution.

[37] We are also minded to reiterate what we stated in the ***Lawrence Nduttu case (Supra)***, that not all intended appeals lie from the Court of Appeal to the Supreme Court. Only those appeals arising from cases involving the interpretation or application of the Constitution can be entertained by the Supreme Court. For the aforementioned reasons, we find and hold that this Court lacks jurisdiction to determine the appeal herein, and it is hereby dismissed.

[38] Having so found, it goes without saying that we have no jurisdiction to determine the second issue herein and will say no more to it. We reiterate this Court's decision in the case of ***Nasra Ibrahim Ibren Vs Independent Electoral and Boundaries Commission & 2 others***, SC Petition No. 19 of 2018; [2018] eKLR, where we held that:

“This is for the reason that where a court has no jurisdiction, there would be no basis for a continuation of proceedings pending other evidence. A court of law downs its tools in respect of the matter before it the moment it holds the opinion that it is without jurisdiction. Where a court takes it upon itself to

exercise a jurisdiction which it does not possess, its decision amounts to nothing as jurisdiction must be acquired before a case can be heard.”

G. COSTS

[39] On the issue of costs, this Court in the case of ***Jasbir Singh Rai & 3 others Vs Tarlochan Singh Rai & 4 others***, (SC Petition 4 of 2012) [2014] KESC 31 (KLR) set out the legal principles that guide the grant of costs and enunciated that generally, costs follow the event and costs should not be used to punish the losing party, but to compensate the successful party for the trouble taken in prosecuting or defending a suit. Taking into consideration all the circumstances of this appeal, we find that the appellant shall bear the costs.

H. ORDERS

[40] Consequently, upon our conclusion above, we order that:

- i. The Petition of Appeal dated 17th December, 2025 is hereby dismissed***
- ii. The Appellant shall bear the costs of the Appeal.***
- iii. We hereby direct that the sum of Kshs. 6,000 deposited as security for costs upon lodging of this appeal be refunded to the appellants.***

It is so ordered.

DATED and DELIVERED at NAIROBI this 23rd day of October 2026.

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S.C WANJALA

JUSTICE OF THE SUPREME COURT OF KENYA

.....
NJOKI NDUNGU
JUSTICE OF THE SUPREME COURT

.....
I. LENAOLA
JUSTICE OF THE SUPREME COURT

.....
W. OUKO
JUSTICE OF THE SUPREME COURT

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M. WARSAME
JUSTICE OF THE SUPREME COURT

I certify that this is a true copy of the original

REGISTRAR
SUPREME COURT OF KENYA

