

REPUBLIC OF KENYA

JUDICIAL SERVICE COMMISSION

IN THE MATTER OF SECTION 32 OF THE JUDICIAL SERVICE ACT NO. 1 OF 2011

AND

IN THE MATTER OF THE THIRD SCHEDULE TO THE JUDICIAL SERVICE ACT NO. 1 OF 2011

AND

IN THE MATTER OF CONTRAVENTION OF REGULATIONS 6, 34, 37, 38, 40, 41, 42 & 46 OF THE
JUDICIAL SERVICE (CODE OF CONDUCT AND ETHICS) REGULATIONS 2020

AND

IN THE MATTER OF THE CONTRAVENTION OF ARTICLE 50(1) OF THE CONSTITUTION OF
KENYA 2010

AND

IN THE MATTER OF A VIOLATION OF CHAPTER SIX OF THE CONSTITUTION AND
SECTION 13 OF THE LEADERSHIP AND INTEGRITY ACT NO. 19 OF 2012

AND

IN THE MATTER OF COMPLAINT AGAINST THE CONDUCT OF HON. NELLY
CHIPCHIRCHIR IN CASE NUMBER: E373/2023 AT TONONOKA CHILDREN'S COURT

I, KENNEDY OCHIENG AWUONDA, of National I.D. Number:25072868, Phone Number:0723077498
Email: j.awuonda08@gmail.com ("Complainant"), in the Republic of Kenya, state as follows:

1. **THAT** I am the Plaintiff in the Children Case Number E373 OF 2023 ("Original Action") having filed the same at the Tononoka Children's Court on 27th July 2023 or thereabout against PAMELA JUMA ODUOR ("Defendant") wherein I prayed for, *inter alia*: (a) a declaratory order that both myself and the Defendant have equal parental responsibility for the subject minors; namely JALEEL AWUONDA & AYLET AGENO ("Subject Minors"); (b) a custody order vesting the actual/physical custody, care, and control of the Subject Minors upon myself; and (c) a restraining order against the Defendant.
2. **THAT** I opted to litigate the foregoing custody dispute due to a toxic relationship between myself and the Defendant characterized by constant incidents of physical, mental, and psychological torture directed at both myself and the Subject Minors by the Defendant which ultimately resulted into a separation between myself and the Defendant whereupon the Defendant retained the actual/physical custody of the Subject Minors—a fact that saw the Defendant continue to subject the Subject Minors to neglect and suffering thus necessitating my action.
3. **THAT** the above Original Action was assigned to HON. NELLY CHIPCHIRCHIR as the judicial officer who would be tasked with handling the Original Action from the start to its logical conclusion.

4. **THAT** shortly upon the filing of the Original Action, the Defendant did enter appearance in person, filed her Defence and Counterclaim, and immediately made an application under certificate of urgency by way of a Notice of Motion dated 7th, September, 2023 and supported by an Affidavit of the Defendant of even date ("Defendant's Application") wherein the Defendant alleged that I had completely neglected the Subject Minors by refusing to financially support the Subject Minors and prayed that *inter alia*, a) I be compelled to pay a monthly maintenance of Ksh.30,000; b) I be ordered to take care of the Subject Minors' medical needs; c) I be ordered to pay school fees and school-related expenses for the Subject Minors; d) Orders be issued restraining me from taking the Subject Minors; and e) the Court issues warrants of attachment/arrest against me. The Court certified the Defendant's Application as urgent. (*Annexed and marked "KOA-1" is a copy of the Defendant's Application*).
5. **THAT** in response to the Defendant's Application, I timely filed a Replying Affidavit dated 31st October 2023 in which I refuted the Defendant's assertions in the Defendant's Application and further demonstrated my financial responsibilities towards the Subject Minors thus clearly demonstrating that I have never abdicated my support to the Subject Minors since their time of birth to the time of making the unsubstantiated allegations. (*Annexed and marked "KOA-2" & KOA-3 are my responses to the Defendant's Application*).
6. **THAT** the Defendant's Application was set down for hearing on 10th January 2024 after two unsuccessful hearings whereafter, the Court gave a ruling date of 7th February 2024 but due to technological challenges, I could not access the virtual court on the date set for ruling on the Defendant's Application.
7. **THAT** on 9th February 2024, I got an unexpected phone call from a strange number **0720739681** and upon inquiry, the caller introduced himself as Amos. Even though I had not saved Amos' contacts, the name was familiar since the Defendant, upon inquiry by HON. NELLY CHIPCHIRCHIR whether she had a lawyer, had already told the Court that Amos would be her lawyer.
8. **THAT** after a brief introduction, Amos went straight to the ongoing Original Action of Case Number E373/2023 and inquired whether I had been able to read the ruling supposedly delivered on 7th February 2024. Since I had not read it, Amos directed that I read it and get back to him. I immediately accessed the ruling via the CTS system and after going over it, realized that the ruling was, in fact, in my favour. (*Annexed and marked "KOA-4" is a true copy of the said ruling in my favour*).
9. **THAT** as instructed by Amos, I called him after going over the ruling and after noting that the ruling was in my favour, he expressed spontaneous disappointment with HON. NELLY CHIPCHIRCHIR and went ahead to state that he did not expect an unfavourable ruling for the Defendant from HON. NELLY CHIPCHIRCHIR who he said was more than a friend to him.

10. **THAT** as we continued talking, Amos was so furious that he threatened to invite the media and organize for demonstrations to march in protest to the Tononoka Children's Court as a way of conveying his displeasure with the ruling. With his level of anger, my curiosity was immediately piqued as to what extent the alleged relationship between HON. NELLY CHIPCHIRCHIR and Amos extended.
11. **THAT** after allowing Amos calm down, I made further inquiries into the alleged relationship between him and HON. NELLY CHIPCHIRCHIR upon which he revealed to me how deep their relationship was in assertions summarised as follows:
 - (a) **THAT** HON. NELLY CHIPCHIRCHIR and Amos were too close to a point where Amos had assisted HON. NELLY CHIPCHIRCHIR with a vehicle that she used to ferry the body of her late relative from Mombasa to her home county just a few days to the date set for the ruling;
 - (b) **THAT** I had a good case against the Defendant and that, in fact, there was no way one parent could be denied access rights to their children at the interim stage before the matter was concluded on merit;
 - (c) **THAT** HON. NELLY CHIPCHIRCHIR was still in a mourning mood; and
 - (d) **THAT** he would contact HON. NELLY CHIPCHIRCHIR during the weekend when the Hon. Magistrate would be free to request her for a favour.
12. **THAT** surprisingly, a new ruling was uploaded into the Court's online portal on Monday 12th February 2024 immediately after the said weekend presumably after Amos' intervention. Unlike the first ruling, the subsequent ruling was absolutely in favour of the Defendant and condemned me by issuing orders that could only be given upon the hearing of the Original Action on merits even though the Original Action was yet to be set down for hearing. (*Annexed and marked "KOA-5" is a true copy of the said ruling in Defendant's favour*).
13. **THAT** to the best of my belief, the sudden introduction of a new ruling dated and signed on 12th, February 2024 after Amos' intervention is a clear demonstration that the ruling of the Honourable Court was compromised in favour of the Defendant as a result of the need to return a favour that resulted from the close relationship between Amos and HON. NELLY CHIPCHIRCHIR.
14. **THAT** while I respected the new ruling of the Court, the said ruling completely disregarded the Children Act No. 29 of 2022 as well as Article 53 of the Constitution of Kenya 2010 to the extent that other than ignoring the 50/50 parental responsibility requirements, the Court made orders in the nature of absolute orders at the preliminary stages without going into the merit of my Original Action or the Defendant's Defence and Counterclaim thereby condemning me unheard in violation of my right to a fair trial under Article 50(1) of the Constitution of Kenya. The 12th February 2024 ruling clearly demonstrated the newly-formed partiality against me by HON. NELLY CHIPCHIRCHIR for the following reasons:

- (a) The Orders required me to take care of the Subject Minors' medical cover, pay 100% school fees in a relatively expensive school, cater for all the school-related expenses of the Subject Minors, including but not limited to CBC materials, stationeries, their transport, lunch and breakfast in school, while also compelling me to pay Kshs. 5,000 monthly to the Defendant who is married and has other children with the current husband. This way, I am required to take 100% responsibility of maintaining the minors while at school (which takes a significant portion of their life) and at the same time significantly contribute to the minors' maintenance at home and by extension, the Defendant's new family which I'm not a party to.
- (b) Also, the Orders placed the responsibility of taking care of the Subject Minors' clothing on the Defendant while at the same time compelling me to take care of the Subject Minors' school clothing. These responsibilities on myself are in addition to my responsibility to fully take care of the Subject Minors' medical needs.
- (c) Furthermore, the defendant gets a rental income alone from a residential house which we jointly built together just before we parted ways. All these clearly show that my responsibilities on the minors far much outweigh those placed on the Defendant who, in fact, continues to enjoy the benefits of having full actual physical custody of the Subject Minors.
- (d) Yet, the Orders of 12th February 2024 significantly limit my access to the Subject Minors as they allow the Defendant to continue having actual physical custody with limited access by myself on alternate Saturdays and Sundays from 9:00am to 6:00pm (which translates to twenty-six visits per year and cumulatively less than ten days in a year of 366 days). Such a significantly limited access to a child, according to the Supreme Court of Kenya in MAK v RMAA & 4 others (Petition 2 (E003) of 2022) [2023] KESC 21 (KLR), is only allowable if properly justified---which could only be possible if the Original Action was heard and determined on merit and not on a preliminary and/or interim application. In any case, there was no ground provided in court by the Defendant nor anybody to warrant such a restricted access.
- (e) The orders did not consider that the Defendant and myself are both employed by the Teachers Service Commission with both falling in the same job group with the same salary scale applicable to us and unlike myself, the Defendant enjoys other allowances hence earns a higher salary.
- (f) The orders did not consider that I have a family and personal bills to incur. They made me the sole source of income to the defendant who has other children in her current marriage and earns a higher salary than me. For instance, it directed that I send Kshs. 5000 per month besides catering for the Subject Minors' school fees in a relatively expensive school, paying for their lunch, breakfast while in school s and all the school related expenses. The Subject Minors spend approximately 70% of their time in school every year and are fully under my medical cover.

15. **THAT** aggrieved with the subsequent ruling of the Court, I timely applied for a review of the orders by way of a Notice of Motion dated 29th April 2024, a Supporting Affidavit of the same date, and both brought under a Certificate of Urgency of even date ("Plaintiff's Application"). The Plaintiff's Application was further supported by an Affidavit of Means deposed by myself demonstrating my financial incapacity to comply with the extremely punitive Court orders of 12th February 2024 (*Annexed and marked "KOA-6" and "KOA-7" are true copies of the said application and the Affidavit of Means*).
16. **THAT** despite demonstrating how urgent the Plaintiff's Application was, the Honourable Court declined to certify the same urgent nor did it issue the stay orders sought. This further aggravated my concern since issues which I raised were worth being certified as urgent because the Subject Minors were due to report back to school in one week's time yet the orders placed huge financial responsibilities beyond my means. While I didn't have any issue at all when the Defendant's application was certified urgent, I honestly wondered why not mine as well. Instead, a hearing date would be set for 19th June 2024 and the Defendant directed to file her response to the Plaintiff's Application latest 13th May 2024. The Defendant did not file her response as directed by the time the application was coming for a hearing contrary to the Court's directions.
17. **THAT** on the hearing date and after traveling all the way from Nyanza to Mombasa despite being indisposed, the Hon. Magistrate declined to preside over the Plaintiff's Application citing fatigue and could not hear my application even though she presided over other cases, she only fell fatigued when it was turn for my application to be heard. The Defendant was given additional Seven Days to file her response, a directive which I objected to but the Hon. Magistrate overruled without any justification. Seven Days Later Again, the Defendant further failed to file a response in contempt of Court's directions for the second time.
18. **THAT** since then and until I raised a concern regarding my apprehension on how the matter was being handled in Court, the Defendant has continuously and blatantly acted with impunity and in contempt of Court's directions without any justification as summarized below:
- (a) One such act of impunity and contempt is with regard to denying me the restricted access contrary to the orders issued on 10th January 2024 and 12th February 2024, a matter which I have been raising whenever I attend court session but no action has ever been taken by the Magistrates;
 - (b) The Defendant's disrespect to Court procedures can further be evident in her court attendance which cumulatively is less than a half of all the court sessions in spite of me serving her with all the mention/hearing notices;
 - (c) For the sessions she has attended, the Defendant comes to court room at around noon or past-noon and curiously, or coincidentally, no sooner does she step in the court room than the case is called out yet in spite of raising all these observations, no action was taken against her by the Hon. Magistrate.

19. **THAT** it was not lost on me that the more the case was going on, the more I could not only discern unfairness but also feel biasness so much so that I was pushed to the wall and could no longer remain silent and keep my cool.
20. **THAT** all the foregoing events culminated in my verbal expression to the Honourable Court to register my concern at the apparent favouritism for the Defendant and on 14th August 2024, when I informed the Hon. Court about the content of our phone conversation on 9th February 2024 with Amos. HON. NELLY CHIPCHIRCHIR admitted that she is acquainted with Amos and that they are personal friends but denied having received the said assistance as claimed by Amos. Unfortunately to me, the fact of this close association was never brought before me in advance to consent to the Hon. Magistrate's continued handling of the matter.
21. **THAT** upon registering my concerns in Court, HON. NELLY CHIPCHIRCHIR thereafter ordered me to record a statement at Tononoka Police Station, Mombasa knowing pretty well that I was no longer a resident of Mombasa. Efforts to send the statement without physically traveling to Mombasa proved futile even after pleading with her due to my financial inability. Eventually, I managed to travel to Mombasa for the sole purpose of recording my statement at the Tononoka Police Station as ordered by HON. NELLY CHIPCHIRCHIR. (*Annexed and marked "KOA-8" is a true copy of the court's order in the above-referenced matter*).
22. **THAT** while at the police station, I was arbitrarily arrested without being informed of any reason for my arrest. After my unlawful detention, the arresting officer, kept on giving briefings to HON. NELLY CHIPCHIRCHIR and confided in me that the only person who could successfully order for my release was HON. NELLY CHIPCHIRCHIR since the instructions for my arrest and detention came from her.
23. **THAT** during my detention, I was subjected to inhumane treatment for the whole day and at around 9:00 AM after managing to raise the cash bail of Kshs. 20,000 which was the school fees for the Subject Minors herein, the officers insisted that I could not be released until HON. NELLY CHIPCHIRCHIR approved of my release – an approval which she ended up giving very late in the evening at around 6:00 PM.
24. **THAT** I was informed that Amos was also summoned to record a statement but unlike myself, he was not detained nor subjected to inhumane treatment which I went through and HON. NELLY CHIPCHIRCHIR instructed the police officers that he be released on a cash bail of only Kshs. 5,000 and not Kshs. 20,000 that I was compelled to pay. (*Annexed and marked "KOA-9" and "KOA-10" are true copies of the said cash bail receipts*)

25. **THAT** against the cause of natural justice, all the above issues which I raised in court were changed to be criminal in nature and I was to be arraigned in court on 10th September 2024 for criminal charges, only for HON. NELLY CHIPCHIRCHIR to visit the police station on said date and admit that indeed, there were two conflicting rulings which she had uploaded into the Court's portal. I thereafter passionately appealed in vain if I could get my cash bail back since it was school fees for the Subject Minors herein. While at police station, HON. NELLY CHIPCHIRCHIR admitted having lost a relative but now denied having known Amos. Giving two conflicting statements over the same subject matter from a well learned Magistrate of her calibre left me with more questions than answers of what actually transpired behind the scene between her and the defence team.
26. **THAT** the orders issued by HON. NELLY CHIPCHIRCHIR to report to Tononoka Police Station and ultimate arbitrary arrest made me incur unreasonable, unjustifiable and a lot of expenses in accommodation while awaiting to be arraigned in court due to apparent criminal charges, legal fees for the lawyer who offered me legal services during the darkest moment in my life together with fare from Nairobi to Mombasa and back. The expenses were beyond my means and I had to borrow soft loans after spending all that I carried to pay for the minors herein school fees and cater for their school related expenses. Painfully, I still had to struggle and look for money so as to comply with the punitive orders issued by the same Hon. Magistrate. *(Annexed and marked "KOA-11", "KOA-12", "KOA-13", "KOA-14" & "KOA-15" are true copies of just some of the said expenses)*
27. **THAT** 11th of September 2024 was set for the mention of police investigation report before HON. NELLY CHIPCHIRCHIR which was parallel from the criminal charges which the Hon. Magistrate and Tononoka Police Station colluded to prefer against me. I was shocked when I went to children's court only to learn that HON. NELLY CHIPCHIRCHIR had recused herself from the ongoing case. The new Hon. Magistrate proceeded with the case in spite of me raising concerns regarding the unresolved issues, including ruling on the Plaintiff's Application for review which was set down for 18th September 2024 but is yet to be delivered to date, my arbitrary arrest, harassment, the report that was to come to court and the fate of my cash bail which was meant to pay the minors school fees. He stated that the issues I was raising were non-issues and that he will focus on the main case and that I MUST find a way of paying school fees to the minors and comply with all other orders which were issued to me by HON. NELLY CHIPCHIRCHIR.
28. **THAT** just like HON. NELLY CHIPCHIRCHIR, the current Hon. Magistrate remains non-committal whenever I ask about my access rights as required by law which I have not been granted more than a year since I filed my case and even after the children's report did recommend that I be given unlimited access since the environment where I reside is conducive for the minors to live in. While all these are happening, the current Hon. Magistrate has remained firm on the punitive orders which placed a huge financial responsibilities on me, something I do respect but my issue is not only on the selective application of the law but also disregarding a 50:50 sharing of the responsibilities requirements. Furthermore, the same law compelling me to cater for the children's upkeep is the same law which gives me access rights, an issue Tononoka Children's' Court keeps on ignoring.

29. **THAT** on 7th October 2024, the current Hon. Magistrate ordered me to submit a written response to Defendant's oral and unsubstantiated claims she levelled against me within a day yet I could not even recall everything she talked about. My efforts at requesting that the Defendant make a written application and serve me with the same proved futile. Further, the current Magistrate roared at me that the Subject Minors must remain in their current school without even giving me time to explain myself. This was after the Defendant raised concern about my intention of transferring the Subject Minors to school which I can afford since my financial situation at the moment can't sustain them in their current school which is relatively expensive and meet all the heavy financial responsibilities given to me by the same court.
30. **THAT** the continued refusal to deliver a ruling on my application whose ruling date had been set for 18th September, 2024 by the same honourable court is intentional and aimed at punishing me further with a view to charging me with contempt of court since it implies that the punitive orders are still in force yet I have honestly exhausted all the possible avenues of funds including soft loans which has been helping me to comply with the said orders. All these actions have adversely affected my health.
31. **THAT** I'm still gathering more facts before formally filing a complaint against the current Hon. Magistrate who took over my case from HON. NELLY CHIPCHIRCHIR.
32. **THAT** I have made several efforts in vain to amicably settle this matter out of court as initially proposed by the Defendant but the Defendant's knowledge of the biasness in her favour supposedly owed to her legal team have and continues to frustrate all such efforts. For instance, while the Defendant had initially shown interest at settling the dispute out of court as the proposer, the Defendant recently came with extremely unrealistic pre-conditions and insisted that I had to accept them before any negotiation without which, the matter must proceed in court whereupon she expressed confidence with absolute certainty that the final judgement will be in her favour due to the close relationship between Amos and HON. NELLY CHIPCHIRCHIR.
33. **THAT** HON. NELLY CHIPCHIRCHIR'S conduct throughout her handling of my action against the Defendant clearly violated my rights under Article 50(1) of the Kenyan Constitution 2010 that states that "*[e]very person has the right to have any dispute that can be resolved by the application of law decided in a fair and public hearing before a court or, if appropriate, another independent and impartial tribunal or body*".
34. **THAT** the conduct of HON. NELLY CHIPCHIRCHIR was a clear contravention of the Judicial Service (Code of Conduct and Ethics) Regulations 2020 which she swore to uphold, more particularly, without limitation,
- (a) Regulation 6 that prohibits judicial officers from engaging in activities that amount to abuse of office such as ordering arbitrary arrests and detentions in violation of Section 13 of the Leadership and Integrity Act No. 19 of 2012;
 - (b) Regulation 34 that mandates a judicial officer to exercise judicial authority independently and free from any influence as a result of personal feelings, prejudice, or bias;

- (c) Regulation 37 prohibiting a judicial officer from initiating, permitting, or considering private communication to him or her regarding a pending or impending matter in court;
- (d) Regulation 38 mandating a judicial officer to act honourably and in a manner befitting the office in the discharge of her official duties and that in so doing, desist from accepting any gifts, loans, bequests, benefits, or other things of value likely to undermine the judicial officer's independence, integrity, or impartiality;
- (e) Regulation 40 that requires judicial officers to avoid impropriety, or appearance of impropriety and more particularly, not to subject themselves to improper influences;
- (f) Regulation 41 requiring judicial officers to endeavour to uphold the right of equality before the law and the right of equal protection, and benefit of the law, and not to manifest bias or prejudice in the performance of legal duties;
- (g) Regulation 42 that requires judicial officers to carry out duties of the office in a manner that maintains public confidence in the integrity of the office; and
- (h) Regulation 46 prohibiting judicial officers from being in situations in which their personal interests conflict or appear to conflict with the duties of their office

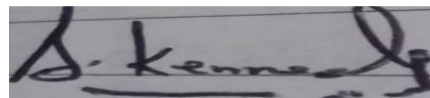
35.THAT HON. NELLY CHIPCHIRCHIR breached the moral and ethical requirements in Chapter 6 of the Constitution of Kenya and Section 13 of the Leadership and Integrity Act No. 19 of 2012 by engaging in activities that amount to abuse of office; to wit, ordering and facilitating the arbitrary arrest and unlawful detention of my person by the Tononoka Police Officers.

36.THAT what is herein stated is true to the best of my knowledge, information and belief.

REASONS WHEREFORE, I pray that disciplinary actions be taken against the conduct of HON. NELLY CHIPCHIRCHIR and that the Commission orders:

- (i) **THAT** HON. NELLY CHIPCHIRCHIR's facilitation of the arbitrary arrest and detention of my person constituted to an abuse of her office as a person of authority and should be restrained from interfering with my ongoing case or any further action can cause harm to me;
- (ii) **THAT** HON. NELLY CHIPCHIRCHIR grossly misconducted herself contrary to the provisions of the applicable laws and regulations, including the Judicial Service (Code of Conduct and Ethics) Regulations 2020;
- (iii) **THAT** The misconduct of HON. NELLY CHIPCHIRCHIR rises to the level sanctionable through dismissal from service;
- (iv) **THAT** HON. NELLY CHIPCHIRCHIR be and is hereby dismissed from her position as a judicial officer for gross misconduct; and
- (v) **THAT** the Judicial Service Commission makes any appropriate orders necessary in the circumstance.

DATED at this 3RD Day of November, 2024.

A handwritten signature in black ink, appearing to read 'D. Kennedy', with a horizontal line underneath.

KENNEDY OCHIENG AWUONDA

Tel No:0723077498/0753661393

Email 1: j.awuonda08@gmail.com

Email 2: k.awuonda1@gmail.com

COMPLAINANT

REPUBLIC OF KENYA
IN THE TONONOKA CHILDREN'S COURT AT MOMBASA
IN THE MATTER OF THE CHILDRENS ACT No. 8 OF 2001
CHILDREN CASE NO. E373 OF 2023
IN THE MATTER OF **CUSTODY AND MAINTENANCE OF**
TWO MINORS-JAHLEEL JOASH AND AYELET AGENO .
BETWEEN
KENNEDY OCHIENG AWUONDA.....PLAINTIFF/ RESPONDENT
=VERSUS=
PAMELA JUMA ODUOR.....DEFENDANT/APPLICANT

CERTIFICATE OF URGENCY

I, **PAMELA JUMA ODUOR**, do hereby certify that this matter is Extremely urgent and I herein pray be heard on priority basis for the following reasons:-

- Your Honour, I seek the Honourable Court to assist me for the sake of my two Children and Grant my other prayers in my Application since the respondent has continued to refuse to support with money for :-
 - Food items which has lately been very expensive,
 - He has refused to pay School fees arrears of last school term
 - Fees for this School term and
 - He has refused to clear with transport
 - =He also refused to buy School uniforms and school books and refused to pay the minors tuition tutor who he promised to pay him up, since he has refused to send us any money even after reminding him so many.
- Your Honour, the plaintiff is a man of many works but they never materialize, he has made the minors and I be ashamed of him because he is not even feeding his own children, he does not clothes them, I have to keep trying to provide everything on my own and lately he is just into drinking alcohol and bad friends yet the fees balances are there.
- Your Honor, may you grant maintenance Orders so the respondent can see this Honorable Court is a serious.
- As it is in the interest of minor's rights that the Prayers sought herein be granted as I plead with the Honourable court, for we are being starved, yet the children have to attend school.

Dated at Mombasa this.....^{7th}.....day of.....⁹.....2023

PAMELA JUMA ODUOR
THE DEFENDANT IN PERSON

DRAWN & FILED BY: PJO
PAMELA JUMA ODUOR
MARIAKANI

TO BE SERVED UPON:
KENNEDY OCHIENG AWUONDA
MAZERAS

REPUBLIC OF KENYA
IN THE TONONOKA CHILDREN'S COURT AT MOMBASA
IN THE MATTER OF THE CHILDRENS ACT No. 8 OF 2001
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NOTICE OF MOTION

(Children's Act, ss.4(3); 6(1); 23(1), (2); 24(1),82; 90; 91; 93; 96; 98; 113;114 (b) and (g) and 115 of the Children's Act No. 8 of 2001, section 3A of the Civil Procedure Act AND all the enabling provisions of the Law)

TAKE NOTICE that the Magistrate will be moved on the _____ day of _____ 2023 at 8.30 o'clock in the forenoon or so soon thereafter as the matter may be called for the hearing of an application by the Plaintiff for **INTERIM ORDERS**: -

1. **THAT** this Application be Certified as Extreme urgent, and that service of the same be dispensed with in the first instance.
2. **THAT** the Honorable to Order the defendant to Urgently give us Monthly maintenance money to buy food and other commodities of Ksh 30,000 per month, pending the hearing.
3. **THAT** the Honourable Court grant School fees Orders so the defendant can pay the two minors pending fees arrears, current School fees and School related expenses and Transport for the two minors as well as Tuition fees which are needed and he has refused to pay to date, pending the hearing
4. **THAT** the Honourable Court to issue Orders Restraining the Plaintiff from taking the minors away from the defendant herein the biological Mothers Custody, pending the hearing.
5. **THAT** the Honourable Court to the Plaintiff to be paying all the Children Medical Bills.
6. **THAT** this Honorable Court do attach a Warrant/Power of Arrest to the orders herein, and specifically that **KENNEDY OCHIENG AWUONDA** and **ANY of his Accomplices** shall be liable to Immediate Arrest and committed to Jail for not less than two years should he/they contravene any stipulation and/or condition contained in the orders herein once issued and served.


WHICH APPLICATION is based on the grounds set hereunder and supported by the annexed affidavit of **PAMELA JUMA ODUOR** and on other and/or further grounds to be adduced at the hearing hereof.

GROUND:-

1. The Plaintiff herein is the Biological father to the issue herein named as subject matter whom has rudely abandoned his responsibilities towards the two minors herein unless he takes them away to live with him.
2. The respondent is not willing to support us Money for food and School fees and transport since he has refused to send us any money even after reminding him so many time, but he says I hand the minors to him to live with yet I have lived with them since we separated sometime in the year 2020 to date.
3. Your Honor, there need to be order so as to make him take up his legal responsibilities of providing for his biological children as per the law stipulates on normal working class father earing a salary as a lecturer.
4. As it is in the interest of minor's rights that the Prayers sought herein be granted as I plead with the Honourable court, for we are being starved, yet the children have to attend school.
5. The respondent herein has stated that if I can't and if am tired, I let him have his kids go to his house to live with him and his new wife or take them to his rural home in the village, something am not ready to do since they are very young, all are under ten years old and am the biological mother and am the best care giver as long as the biological father can support financially.
6. That is why I seek Honorable to Order the defendant to Urgently give us Ksh 30,000 Monthly maintenance money to buy food and other commodities evvery month, pending the hearing.
7. With that money I can try and sort all these stresses

Dated at Mombasa this.....^{7th} day of.....⁹.....2023


PAMELA JUMA ODUOR
THE DEFENDANT IN PERSON

DRAWN & FILED BY: 
PAMELA JUMA ODUOR
MARIAKANI

TO BE SERVED UPON:
KENNEDY OCHIENG AWUONDA
MAZERAS

REPUBLIC OF KENYA
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PAMELA JUMA ODUOR.....DEFENDANT/APPLICANT

SUPPORTING AFFIDAVIT

I, **PAMELA JUMA ODUOR** a resident of Mariakani in the Kwale County of the Republic of Kenya, an adult female of sound mind hereby do most solemnly MAKE OATH and STATE as follows: -

1. **THAT** I am the Respondent/defendant herein, well conversant with the facts in issue and thus duly competent to swear this Affidavit. ***Annexed hereto and marked as "PJO-1" is a copy of my National ID Card.***
2. **THAT** I am the Biological mother to the children named herein, where I have always had the Actual physical custody of the minors ***Annexed hereto and marked as "PJO-2" is a copy of birth certificate***
3. **THAT** The respondent herein is the Biological Father to the issue herein named as subject matter, who chased us away and lately he refuses to cater for anything for the minors. ***Annexed hereto and marked as "PJO-2" is a copy of birth certificate***
4. **THAT** I seek the Honourable Court to Grant my other prayers in my Application since the respondent is not willing to support us for food and School fees and transport since he has refused to send us any money even after reminding him so many time, but he says I hand the minors to him to live with yet I have lived with them since we separated sometime in the year 2020 to date.
5. **THAT** Your Honor, may you grant maintenance Orders so the respondent can take up his legal responsibilities of providing for his biological children as per the law stipulates on normal working class father earing a salary as a lecturer.
8. **THAT** As it is in the interest of minor's rights that the Prayers sought herein be granted as I plead with the Honourable court, for we are being starved, yet the children have to attend school.
9. **THAT** The respondent herein has stated that if I can't and if am tired, I let him have his kids go to his house to live with him and his new wife or take them to his rural home in the village, something am not ready to do since they are very young, all are under ten years old and am the biological mother and am the best care giver as long as the biological father can support financially.
6. **THAT** As it is in the interest of minor's rights that the Prayers sought herein be granted as I plead with the Honourable court, for we are being starved, yet the children have to attend school.
7. **THAT** As it is in the interest of minors right and the mother right herein that the Prayers sought herein be granted as I plead with the Honourable court for the welfare of the children of which I have been texting the Plaintiff who continues to ignore and refuse to cater.

8. THAT Your Honour, I seek the Honourable Court to assist me for the sake of my two Children and Grant my other prayers in my Application since the respondent has continued to refuse to support with money for :-
 - Food items which has lately been very expensive,
 - He has refused to pay School fees arrears of last school term
 - Fees for this School term and
 - He has refused to clear with transport=He also refused to buy School uniforms and school books and refused to pay the minors tuition tutor who he promised to pay him up, since he has refused to send us any money even after reminding him so many. ***Annexed hereto and marked as "PJO-3" is a copy of School fees structure and fees arrears for the minors.***
9. THAT Your Honour, the plaintiff is a man of many works but they never materialize, he has made the minors and I be ashamed of him because he is not even feeding his own children, he does not clothes them, I have to keep trying to provide everything on my own and lately he is just into drinking alcohol and bad friends yet the fees balances are there.
10. THAT Your Honor, may you grant urgently maintenance Orders so the respondent can see this Honorable Court is a serious.
11. THAT As it is in the interest of minor's rights that the Prayers sought herein be granted as I plead with the Honourable court, for we are being starved, yet the children have to attend school.
12. THAT this Application be Certified as Extreme urgent, and that service of the same be dispensed with in the first instance.
13. THAT the Honorable to Order the defendant to Urgently give us Monthly maintenance money to buy food and other commodities of Ksh 30,000 per month, pending the hearing.
14. THAT the Honourable Court grant School fees Orders so the defendant can pay the two minors School fees and School related expenses and transport for the two minors which are needed and he has refused to pay to date, pending the hearing
15. THAT the Honourable Court to issue Orders Restraining the Plaintiff from taking the minors away from the defendant herein the biological Mothers Custody, pending the hearing.
16. THAT the Honourable Court to the Plaintiff to be paying all the Children Medical Bills.
17. THAT this Honorable Court do attach a Warrant/Power of Arrest to the orders herein, and specifically that **KENNEDY OCHIENG AWUONDA** and ANY of his Accomplices shall be liable to Immediate Arrest and committed to Jail for not less than two years should he/they contravene any stipulation and/or condition contained in the orders herein once issued and served.

18. THAT what I reiterate and fully rely on all the factual averments contained in the Plaintiff.

19. THAT I swear this Affidavit in support of my application filed herein pending the hearing and final determination of the suit.

20. THAT what is deposed herein is true to the best of my knowledge, information and belief.

SWORN by the said

PAMELA JUMA ODUOR

At MOMBASA this.....^{7th}.....

Day of.....^{September}.....2023

BEFORE ME

COMMISSIONER OF GATHIS

DRAWN & FILED BY:
PAMELA JUMA ODUOR
MARIAKANI

TO BE SERVED UPON:
KENNEDY OCHIENG AWUONDA
MAZERAS

RTO
DEPONENT

REPUBLIC OF KENYA
IN THE TONONOKA CHILDREN'S COURT AT MOMBASA

CHILRED CASE NUMBER 373 OF 2023
IN THE MATTER OF THE CHILDREN'S ACT NO 29 OF 2022
AND IN THE MATTER OF:
JAHLEEL JOASH AWUONDA AND AYELET AGENO..... MINORS
BETWEEN
KENNEDY OCHIENG' AWUONDA =====PLAINTIFF
-VERSUS-
PAMELA JUMA ODUOR ===== DEFENDANT/ APPLICANT
FURTHER AFFIDAVIT

I, KENNEDY OCHIENG' AWUONDA a resident of MOMBASA within the Republic of Kenya do hereby make oath and state as follows: -

1. **THAT** I am the Plaintiff in this suit, well conversant with the subject matter of this case and hence competent to swear this affidavit.
2. **THAT** I have perused the application brought under certificate of urgency and Notice of Motion and also the annexed affidavit and I believe that the same is only aimed at denying me my innate right within the purview of the law and an effort to delay the recourse sought for in the main suit.
3. **THAT** I'm a high school teacher and not a lecturer as alleged by the defendant on the 3rd ground of the Notice of Motion with **TSC NUMBER 577534** and the concoction of this facts is aimed to woodwind court into a fallacy that I earn a huge salary.
4. **THAT** the minors are not the only responsibilities that I have been taking care of as I am the sole breadwinner of my family and take care of my other biological children, elderly parents and school my younger siblings.
5. **THAT** I have been paying for both minors' medical insurance since they were born and the proof for the current effective health insurance for year 2022 to 2023 is attached herein as annexure marked as KOA 1 and KOA 2.
6. **THAT** I have been taking care of the minor's fees since they started school and some of the proof thereof is attached in annexure marked as KOA 3 of the copies of the fee payment receipts.
7. **THAT** it is clear that defendant is stranger to the particulars of the fee structures of the minors as PJO-3 doesn't reflect the true fees balance of Jahleel Awuonda as at then. Other annexures are mere identification of the minors and defendant but not an evidence supporting her claims of my lack of responsibility in any way whatsoever.
8. **THAT** the one of the two names highlighted by the defendant on annexure marked as PJO-3 is a stranger to me and I only identify with one of the issues as Jahleel Joash Awuonda who is my biological son.

9. THAT I have made several efforts to safeguard the interest of the minors including visiting children's office and police stations see annexures marked as KOA 3. It's more than 3 years since we separated but no single day has the defendant raised an alarm that I'm irresponsible until I filed a case whence I am in utter surprise of this allegations.
10. That the defendant's annexure marked as PJO-3 lacks school rubber stamp and letter head. Thus the authenticity of the same lacks merit in this honourable court as all communications from the issues' school bears the two identifiers.
11. **THAT** since my separation from the defendant herein I entered into an agreement with the school that the two issues study to pay the fees in installment thus the issues have never missed school due to fee arrears (see consent between the school and I together with pupils attendance register annexure marked as KOA 3 on the first-six pages).
12. **THAT** I have sent the defendant money for upkeep and to buy clothes for the minors even though she uses such monies for her own benefits, and personally I've bought the minors clothes & other items (see the MPESA statement in the annexure marked as KOA 3 & photos).
13. **THA** the two issues are under my medical insurance cover and they have been using the same since the separation between the defendant and I (see annexure marked KAO-3).
14. **THAT** the defendant is being economical with the truth as she is a civil servant with **TEACHERS SERVICE COMMISSION** bearing service number **TSC NO. 574533** and currently employed at **MWAVUMBO SECONDARY SCHOOL** whence the defendant can cost share in the responsibility of taking care of the minors in a 50/50 basis as required by law.
15. **THAT** the defendant prayers on the 4th paragraph of the notice of motion are erroneous, malicious and brought in bad faith and a peak of an ice berg as to why I brought this suit as the defendant has unreasonably severally intentionally bashed me from seeing and or having contact with the minors in any way whatsoever.(see the annexure of messages of the same marked as KOA3)
16. **THAT** the defendant's prayers on the 3rd and 5th paragraph of the notice of motion have been canvassed on the 3rd, 4th, 5th and 11th paragraph herein individually and lack merit.
17. **THAT** the contents of paragraph 6 of the notice of motion are not meritorious and are just sideshows to waste the courts time instead of dealing with the weighty matter at hand thus the wellbeing of the two issues.
18. **THAT** the 6th paragraph of the above mentioned application is bad in law as the application seeks to appoint the defendant herein the judge and jury of her own application without it being heard in court.
19. **THAT** the 4th, 10th and 11th paragraph of the supporting affidavit is errant and bad in law as I have been shouldering the responsibility of taking care of the minor surpassing the 50% contribution required by law whence I brought the

main suit in pursuance of clarity of the amount required of me as the defendant has severally made unattainable financial demands to me.

20. **THAT** the defendant's prayers on the 8th and 5th paragraph of the supporting affidavit are dubious and lack merit as the defendant being a public servant is yet to produce her evidence of the percentage and of financial commitment she has made on the minors whence her application is based on hearsay and attempts to misguide this honorable court.
21. **THAT** the 9th paragraph of the supporting affidavit is based upon personal vendetta which should not arise in this case as the main issue is the best interest of the two issues which should be paramount and undeterred and separable from personal opinions and vendetta. She visits police station whenever summoned with the minors, she even went to police cell with them and went to court with the minors in a case which they weren't a party to.
22. **THAT** the 15th paragraph is erroneous factually and substantively as I am also allowed custody rights and or visitation rights which I have been unreasonably denied and I implore this Honorable court to intervene and give clarity on the matter since the defendant has failed to safeguard the best interest of the minors but instead uses them as a shield for sympathy whenever summoned by law enforcing agencies and even uses minors to black mail me.
23. **THAT** I humbly pray that this suit be dismissed with costs to the plaintiff forthwith so that the main suit can be dispensed with as this is a delicate matter involving minors who are being disrupted mentally and psychologically as a result of back clash of these unresolved issues.
24. **THAT** I humbly pray that dismiss this suit as granting its core prayers will bring duplicity as the same prayers are within the main suit.
25. **THAT** I humbly pray that it orders that parental responsibility should be equally vested between the defendant and I and for the same to be accurately tabulated as this was also my intention for summoning the defendant herein to the CHILDREN'S OFFICES which she intentionally and willfully failed to attend (the summons are attached on the last page of the document herein marked as KOA3).
26. **THAT** I humbly pray that the defendant having a history of physical violence and animosity be restrained from visiting my premises and or home and a restraining order be granted for the same.
27. **THAT** I humbly pray that the costs of this application be granted to the plaintiff.
28. **THAT** I humbly pray that this court grants any other relief that may be deemed as fit.
29. *7*.The school fees cater for both lunch and 10 o'clock porridge, meaning we cost share the feeding program
30. **THAT** I swear this affidavit in opposing the defendant's application herein.

31. **That** I swear this affidavit in opposition to the defendant's application and prayers sought for in application herein.

32. **THAT** what is deponed to hereinabove is true to the best of my knowledge and belief.

SWORN BY THE SAID:

KENNEDY OCHIENG' AWUONDA

AT MOMBASA this 2nd day of OCTOBER, 2023

BEFORE ME: **COMMISSIONER FOR OATHS**



x *A. Kunnell*
DEPONENT

TO BE SERVED UPON:
PAMELA JUMA ODUOR
0727430636
MARIAKANI.

REPUBLIC OF KENYA
IN THE CHILDREN'S COURT AT MOMBASA
CHILDREN CASE NO. 373 OF 2023.

IN THE MATTER OF THE CHILDREN'S ACT NO. 29 OF 2022

-BETWEEN-

KENNEDY OCHIENG AWUONDA.....PLAINTIFF/RESPONDENT

=VS=

PAMELA JUMA ODUOR.....DEFENDANT/APPLICANT

REPLYING AFFIDAVIT

I, KENNEDY OCHIENG AWUONDA, a resident of Mombasa in the Coast Region of the Republic of Kenya, and adult female of sound mind hereby do most solemnly MAKE OATH and STATE as follows: -

1. THAT I am the person named herein as the Plaintiff/Respondent.
2. THAT I have read the Defendant/Applicant's Notice of Motion Application dated 7th September, 2023, and supporting affidavit and in response thereto state as follows: -
3. THAT first and foremost, I wish to categorically state that I am not under any obligation to provide maintenance for the Defendant but my children only which support I have been doing since our separation.
4. THAT I have been paying school fees for the children, catering for their lunch at school and also transport and at no given time have my children missed such provisions.
5. THAT I have also been taking part in buying the children's uniforms, shoes and medical needs. I therefore put the Defendant to strict proof of her allegations of neglect on my part.
6. THAT parental responsibility is a shared responsibility between the parents pursuant to the Children's Act No. 29 of 2022 hence the Defendant should not expect me to cater for all the needs of the children herein without her input.
7. THAT further, we are both professional high school teachers employed by the Government earning similar salary hence should provide equally for the subject issues.

THAT on my part, unlike the Defendant, I have another family that is wholly dependent on me for its entire upkeep and it is from the same income that I have to meet its needs.

THAT further, I am the Plaintiff in this case and the one who instituted it seeking to safeguard and protect the best interest of my children after the Defendant subjected them to untold sufferings and denying me access.

10. THAT if I had neglected the children as being now alleged, the Defendant would have filed a case seeking maintenance and that is not the case at hand.

11. THAT it is therefore apparent that the Defendant's is just an afterthought and a way to try and hoodwink this Honourable court into believing that I am an irresponsible parent so that she can succeed in further frustrating me.

12. THAT I therefore pray that the Notice of Motion dated 7th September, 2023 be dismissed for lack of merit.

13. THAT what is deponed to herein is true and within my own personal knowledge save as otherwise stated.

SWORN BY THE SAID)

KENNEDY OCHIENG AWUONDA)

AT MOMBASA this 25 day of Sept 2023))

BEFORE ME:)

COMMISSIONER FOR OATHS.)


DEPONENT

DRAWN AND FILED BY:
KENNEDY OCHIENG AWUONDA
0723077498
MOMBASA



THE JUDICIARY



REPUBLIC OF KENYA

IN THE MAGISTRATE COURT OF KENYA AT MOMBASA

COURT NAME: TONONOKA LAW COURT

CASE NUMBER: MCCHCC/E373/2023

CITATION: K.O.A VS P.J.O

RULING

A. BACKGROUND

1. By a Plaintiff dated 19th June, 2023 the Plaintiff sought custodial and maintenance orders for the minor subject of these proceedings.
2. The Plaintiff, the summons to enter appearance and accompanying pleadings were served upon the Defendant on 31st July, 2023 and an affidavit of service filed on record sworn on the 28th August, 2023.
3. Despite Service, the Defendant never entered appearance and/or filed a statement of Defence.
4. A request for judgement dated 23rd August, 2023 had been made and the Plaintiff sought judgment against the Defendant in default and the same was endorsed on the 19th September, 2023 and the matter was set for formal proof hearing.
5. On the 24th January, 2024 the Plaintiff proceeded with the formal proof where she adopted her statement as filed and told the court that she seeks the prayers as detailed in her plaint.
6. The Plaintiff prayed that;
 - i) The plaintiff be granted actual legal custody, care and control of the issues with access to the defendant.
 - ii) That the defendant be compelled to provide maintenance of; maintenance Kshs.5,000/- per month, school fees and school-related expenses as per fees structure, medical needs by enrolling the minor in NHIF or a suitable cover and cater for the medical expenses when need arises.
 - iii) Costs of the suit.
7. She urged the court to consider granting of prayer sought as there was no defence filed in opposition.

B. ISSUES FOR DETERMINATION

8. Upon perusing the pleadings filed and the evidence tendered by the plaintiff and the issues for determination are:
 - (a) Whether the parties herein have parental responsibility of the minor herein.
 - (b) Custody and maintenance of the minor.
 - (c) Cost of the suit.

C. ANALYSIS

WHETHER THE PARTIES HEREIN HAVE PARENTAL RESPONSIBILITY OVER THE MINOR

9. The parties herein are the biological parents of the minor subject of these proceedings.

The Judiciary of Kenya has established statutory edict that parents have parental responsibility towards their

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children. This is not only a statutory obligation but a constitutional provision.

11. Article 53(1) (e) of the Constitution of Kenya provides:

“53(1) Every child have a right -

(e) to parental care and protection which includes equal responsibility of the mother and father to provide for the child whether they are married to each other or not.”

Section 32 of the Children’s Act (No. 29 of 2022), solidifies what equal parental responsibility is. It provides as follows:

“the parents of a child shall have parental responsibility over the child on an equal basis, and neither the father nor the mother of the child shall have a superior right or claim against the other in exercise of such parental responsibility whether or not the child is born within or outside wedlock.

(2) A person who has parental responsibility over a child shall at all times have the duties, powers and responsibilities as are prescribed in this Act or any other written law.

(3) A person with parental responsibility over a child shall not act in any way that contravenes any order of a court of competent jurisdiction made with respect to the child under this Act or any other written law.

(4) A person who has parental responsibility over a child may not relinquish or assign such responsibilities to another person.”

12. An order of maintenance like all other orders of the court must pass the test of practical enforcement and guided by the principle of the best interest of the child.

13. In issuing a maintenance order, the court under section 114 (2) of the Act is required to consider

a. The income earning capacity, property and other financial resources which the parties have or likely to have in the immediate future

b. The financial needs, obligations or responsibilities which each party has or is likely to have in the immediate future

c. The financial needs of the child and the child’s current situation

14. Further, on the issue of maintenance, the provisions of Article 53(2) of the Constitution provides the guiding principle as follows:

“Every child has the right to parental care and protection, which includes equal responsibility of the mother and father to provide for the child, whether they are married to each other or not.”

15. In *SMW vs EWM* (2019) eKLR, Judge Mumbua Matheka noted that the best interests of the child are of paramount importance in every matter concerning a child. Hence, a maintenance order will be one which encompasses the duties and rights of the parents, and the rights of the child, putting at the centre of it all the best interests of the child...

....it is not just about money, but about the complete welfare of the child, the child’s feelings, his or her needs, the capacity of the parents or any other person to provide for the child’s needs.

16. In *Naomi Chemerin Kibera vs Evans Mugasu Mise* (Nairobi Children Case No. 252 of 2018) in deciding the maintenance award the court stated that ‘...The Defendant cannot live in luxury while his child suffers. His child should live a life commensurate to his status’. The court went further to state that ‘this was the decision by Justice Omondi in *Malindi HCCA 52 of 2009 A.R.H vs R.A* where he said, “the same goes for maintenance of the child- the child’s best interest and welfare is paramount- irrespective of whatever other social obligations the applicant may have.”

17. Justice M. Muigai in *M W M v F N K* [2015] eKLR where he stated that:

“The Court is to take into account the standard of living of the family was accustomed to before the separation and divorce. The evidence of gleaned from the record strongly suggests the family was comfortable financially and socially. Despite the reality that the resources are now stretched to cater for the two (2) homes, it is in the best interest of the children that they remain in almost same standard as far as the Appellant and Respondent able to contribute to. Their residence and school environment should remain as is. The children attend [particulars withheld] School and live at their current residence.”

18. In the instant case, I note that the plaintiff told the court that she works at the Aga Khan Hospital as a
Filing Officer, Shikanda. The defendant did not disclose how much the defendant earns but told the court that he works
2/4

as a driver with the Ministry of Foreign Affairs in Nairobi. While the failure to enter appearance is fatal to a defendant, the court has a duty of scrutiny to examine the genuine needs of the minor and issue appropriate orders. This court and indeed no court should issue orders against a defendant on the single basis that there is no appearance. The court must at all times ensure that its orders meet the test of practical enforcement.

19. The plaintiff has submitted before court that the Defendant has neglected his child.

20. As no defence was filed in opposition, this court finds the same to be true. To that end, the court finds that both parties have an equal parental responsibility towards the minor. This responsibility cannot be wished away. The apportionment of the maintenance shall await the final orders of the court

Who should have the custody of the minor herein

21. The Plaintiff sought the court to considers granting her physical custody, care and control of the minors.

22. In making a custody order of the suit minors, as per the Children's Act in Section 103, the court ought to consider the following principles:

- (a) the conduct and wishes of the parent or guardian of the child;
- (b) the ascertainable wishes of the relatives of the child;
- (c) the ascertainable wishes of the child taking into account the child's evolving capacity;
- (d) whether the child has suffered any harm or is likely to suffer any harm if the order is not made;
- (e) the customs of the community to which the child belongs;
- (f) the religious persuasion of the child;
- (g) whether a care order, supervision order, personal protection order or an exclusion order has been made in relation to the child concerned, and whether those orders remain in force;
- (h) the circumstances of any sibling of the child concerned, and of any other children of the home, if any;
- (i) any of the matters specified in section 95(2) where the court considers such matters to be relevant in the making of an order under this section; and
- (j) the best interest of the child.

23. It is now trite law that all parents have an equal right over custody of the minor unless evidence has been produced to show why a parent's right should be restricted.

24. Section 8 (1) and (2) of the Children's Act 29 of 2022 state that:

"In all actions concerning children, whether undertaken by public or private social welfare institutions, courts of law, administrative authorities or legislative bodies—

- (a) the best interests of the child shall be the primary consideration;

.....

(2) All judicial and administrative institutions, and all persons acting in the name of such institutions, when exercising any powers conferred under this Act or any other written law, shall treat the interests of the child as the first and paramount consideration to the extent that this is consistent with adopting a course of action calculated to—

- (a) safeguard and promote the rights and welfare of the child;
- (b) conserve and promote the welfare of the child; and
- (c) secure for the child such guidance and correction as is necessary for the welfare of the child, and in the public interest.

25. The court in considering determining issues concerning a minor is obligated to have the best interest of the child in mind. I thus find and hold that the Plaintiff has made a case for granting of custody orders and as no defence is on record the same is granted with unlimited access to the defendant.

D. CONCLUSION

26. The Judiciary of Kenya is that I find merit in the Plaintiff's case and grant the following orders:-

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- a) Both parties have equal parental responsibility to the minor.
- b) Both parties have legal custody towards the minor.
- c) The Plaintiff shall have physical/actual custody care and control of the minor.
- d) The Defendant shall have unlimited access to the minor as maybe pre-arranged by parties.
- e) The Plaintiff shall provide shelter, clothing and associated utilities for the minor.
- f) The defendant to pay school fees and the school related expenses as required from time to time by the child's school until she attains the highest possible level of education.
- g) The defendant to take a medical cover for the child herein and furnish the plaintiff with the relevant documents.
- h) The Defendant shall contribute a monthly upkeep of Kshs. 5,000/- towards the food for the minor the same shall be paid to the Plaintiff on every 5th of the month starting the 5th March, 2024 and every other 5th day of every subsequent month until the minors turn 18 years of age with a 5% increase on the amount after every 3 years from this year 2023.
- i) The entertainment need of the minor shall be met by the one that has custody at the time.
- j) No orders as to cost as this is a matter brought on behalf of the child.
- k) Parties at liberty to apply

DATED and DELIVERED via the e-platform this 7th February, 2024

N. CHEPCHIRCHIR

PRINCIPAL MAGISTRATE

- Parties granted 30 days leave to appeal.

- This Judgment is delivered via e-filing platform in order to foster ICT as an enabler of Justice under the Social Transformation through Access to Justice blue print.

SIGNED BY: NELLY CHEPCHIRCHIR



THE JUDICIARY OF KENYA.

TONONOKA MAGISTRATE COURT

MAGISTRATE COURT

DATE: 2024-02-08 15:03:39+03





THE JUDICIARY



REPUBLIC OF KENYA

IN THE MAGISTRATE COURT OF KENYA AT MOMBASA

COURT NAME: TONONOKA LAW COURT

CASE NUMBER: MCCHCC/E373/2023

CITATION: K.O.A VS P.J.O

RULING

1. This ruling is in respect of the application dated 7th September, 2023 in which the defendant/applicant seeks the following orders:

1. Spent

2. THAT the honorable court to order the plaintiff/respondent herein to urgently give monthly maintenance money to buy food and other commodities of Kshs.30,000/ per month pending the hearing.

3. THAT the honorable court grant school fees orders so the plaintiff/respondent to pay the two minors pending school fees arrears, current school fees and school-related expenses and transport for the two minors as well as tuition fees which are needed and he has refused to pay to date, pending the hearing.

4. THAT the honorable court to issue orders restraining the plaintiff/respondent from taking the minors away from the defendant herein.

5. THAT the honorable court to order the plaintiff/respondent to be paying all the children's medical bills.

6. THAT the honorable court to attach a warrant of arrest to the orders herein and specifically that KENNEDY OCHIENG AWUONDA herein the plaintiff/respondent and any of his accomplices shall be liable to immediate arrest and committal to jail for not less than two years should he/they contravene any stipulation and/or condition contained in the orders once issued and served.

2. The application is based on grounds on the face of the application and on the supporting affidavit of Pamela Juma Oduor. Amongst the grounds relied on are;

i) THAT the plaintiff herein is the biological father of the minors and he has neglected his duties to provide food and school fees for the minors.

ii) THAT the respondent has threatened the applicant by saying that if she is tired with the minors she should hand them over to him yet they are of tender age.

3. The respondent had filed a replying affidavit dated 25th September, 2023 stating that he had never neglected his responsibilities towards the minor and that he had always provided for them. That he is the one that came to court to fend for the rights of his children and the plaintiff is hiding under that guise.

4. The application was heard orally on the 10th January, 2024.

5. The Judiciary considered the application by the applicant, the reply by the respondent and the oral/4

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submissions by the parties; the issues arising for my determination are;

-Whether the plaintiff/respondent should be ordered to provide maintenance of the children as prayed and to what extent.

- Who should have custody of the minors.

Who should have custody/access.

6. The facts to be considered in granting custody and access are well set out in Section 103(1) of the Children's Act, 2022 and I shall not belabor

In the circumstances of this case, I find sub section a), i) and j) as applicable. The said subsections state;

(a) the conduct and wishes of the parent or guardian of the child;

(i) any of the matters specified in section 95(2) where the court considers such matters to be relevant in the making of an order under this section; and

(j) the best interest of the child.

7. Under section 95(2) of the Act the relevant subsection would be:

c) the likely effect on the child of any change in the circumstances.

d) the child's age, sex, religious persuasion and cultural background.

8. The children herein are of very tender years. The best person to have actual custody would be the mother. But then again, the father of the child needs to bond with the children and must be allowed to participate in their upbringing. The best interests of these young children must be factored in and not the selfish interests of the parties.

9. Having considered all factors in this case; the age of the children, the conduct and wishes of both parents, I order that; the applicant shall continue having actual physical custody of the children with limited access to the plaintiff/respondent on alternate Saturdays and Sundays from 9:00am to 6:00pm. The plaintiff shall pick the children from the defendant's home or at an agreed convenient public place and drop them back at the same place at the end of the access period. The handing over of the children must be to the plaintiff and not a representative and the dropping back must be to the defendant and not a representative. The alternative weekends shall start running on the 10th February, 2024 and thereafter on every alternate weekend.

Whether the respondent should be ordered to provide maintenance of the child as prayed.

10. The applicant made a prayer for maintenance as follows; Expenses - Per Month

(i) Food & Minor's items Kshs.30,000.00

(ii) Medical cover

11. Both parties are employed being secondary school teachers and therefore earn an income from their professional careers.

12. The plaintiff asserts that he pays school fees and part of the fees caters for the children's lunch at school.

13. Parental responsibility is a shared responsibility and the applicant must also contribute towards the upkeep of the child. In the interim therefore, I will make an order for maintenance in the following terms:

a) That both parents bear parental responsibility for the minor herein.

b) The plaintiff/respondent shall pay school fees and all school related expenses for the minors as per the school fees structure and the school needs as and when the need arises. For the avoidance of doubt, the school needs include and are not limited to; school uniforms, school text books and stationery, school trips, school transport, school CBC requirements for homework and club fees.

c) The plaintiff/respondent provides for maintenance at Kshs.5,000 per month payable to the applicant's MPESA number on or before the 5th day of every month starting the 5th Day of March, 2024 and thereafter on or before every 5th day of subsequent months pending the hearing and determination of the suit herein.

d) That the defendant/applicant shall provide for the shelter, clothing, bills and utilities and other needs of the minors.

e) The father to make a deliberate effort towards enrolling the minors in a medical cover to cater for

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Number: OOMHE32024

her health as and when it is needed.

iii) The totality therefore is; The application dated 7th September, 2023 is allowed in the following terms;

1. The applicant shall continue having actual physical custody of the children with limited access to the plaintiff/respondent on alternate Saturdays and Sundays from 9:00am to 6:00pm. The plaintiff shall pick the children from the defendant's home or at an agreed convenient public place and drop them back at the same place at the end of the access period. The handing over of the children must be to the plaintiff and not a representative and the dropping back must be to the defendant and not a representative. The alternative weekends shall start running on the 10th February, 2024 and thereafter on every alternate weekend.
2. That both parents bear parental responsibility for the minor herein.
3. The plaintiff/respondent shall pay school fees and all school related expenses for the minors as per the school fees structure and the school needs as and when the need arises. For the avoidance of doubt, the school needs include and are not limited to; school uniforms, school text books and stationery, school trips, school transport, school CBC requirements for homework and club fees.
4. The plaintiff/respondent provides for maintenance at Kshs .5,000 per month payable to the applicant's MPESA number on or before the 5th day of every month starting the 5th Day of March, 2024 and thereafter on or before every 5th day of subsequent months pending the hearing and determination of the suit herein.
5. That the defendant/applicant shall provide for the shelter, clothing, bills and utilities and other needs of the minors.
6. The father to make deliberate effort towards enrolling the minors in a medical cover to cater for her health as and when it is needed.

Orders Accordingly.

DATED and DELIVERED via the e-platform this 7th Day of February, 2024

N.CHEPCHIRCHIR

PRINCIPAL MAGISTRATE

- Parties granted 30 days leave to appeal.

- This Ruling is delivered via e-filing platform in order to foster ICT as an enabler of Justice under the Social Transformation through Access to Justice blue print.

SIGNED BY: NELLY CHEPCHIRCHIR



THE JUDICIARY OF KENYA.

TONONOKA MAGISTRATE COURT

MAGISTRATE COURT





REPUBLIC OF KENYA
IN THE TONONOKA CHILDREN'S COURT AT MOMBASA
IN THE MATTER OF THE CHILDREN ACT NO. 29 OF 2022
AND
IN THE MATTER OF JAHLEEL JOASH AWUONDA AND AYELET AGENO (MINORS)
CHILDREN CASE NO. E373 OF 2023

KENNEDY OCHIENG AWUONDA PLAINTIFF

-VERSUS-

PAMELA JUMA ODUOR DEFENDANT

AFFIDAVIT OF MEANS

I, **KENNEDY OCHIENG AWUONDA** of I.D. No:25072868, of Phone Number +254 723 077 498, and a resident of Mombasa County, in the Republic of Kenya (hereinafter the "Deponent"), do make solemn oath and state as follows: -

1. **THAT** I am an adult male of sound mind and the Plaintiff herein hence competent to swear this Affidavit.
2. **THAT** I have read and understood the Defendant's Defence and Counterclaim dated the 23rd day of September 2023 in which the Defendant prayed that the Plaintiff's entire suit against her be dismissed and that her Counterclaim be accepted; including the prayers in the Counterclaim that the Plaintiff be ordered to make monthly financial payments in the sum of Kshs. 35,000 to the Defendant for the maintenance of the two minors, that the Court issues an order of attachment on the Plaintiff's salary from his lecturing job in the sum of Kshs. 50,000 per month and send the same directly to the Defendant for the general maintenance/welfare of the two minors, and that the Plaintiff be directed to cater for the minors' educational insurance

cover policy through the Defendant by sending to the Defendant Kshs. 10,000 per month for the future education of the minors, and that the plaintiff to cater for medical insurance cover by sending to the defendant Kshs. 10,000 totalling to a sum of Kshs. **105,000 per month**. THAT the honourable court to order the plaintiff to cater for the minors clothing and shoes every holiday of the school calendar and that the plaintiff to pay the minors' full school fees and the school related expenses.

3. **THAT** I am exclusively employed by the Teachers Service Commission under **TSC NUMBER 577534** without any substantial position that may give me a financial advantage over any other ordinary teacher in my current position such as the Defendant whom besides being in the same job group with me, enjoys other allowances like hardship and responsibility allowances which makes her earns a higher salary than me.

4. **THAT** other than my current employment by the Teachers Service Commission and to the best of my knowledge, I am unaware of any other employment I have with any other party or by myself that contributes in any way whatsoever to my monthly income earned through my employment with the Teachers Service Commission contrary to the Defendant's allegations that I am employed as a lecturer with entitlements such as a monthly salary, allowances, and benefits that allegedly come with being a lecturer.

5. **THAT** my current monthly income from my employment with the Teachers Service Commission is **Kshs. 15,635/=** after my gross pay is subjected to various obligations by my employer, including, without limitation, for servicing check-off loans and statutory deductions. (*Annexed hereto and marked as "KOA-1" is a true copy of my latest payslip for the month of March,2024 portraying my accurate and current monthly income*).

6. **THAT** the defendant's prayer of maintenance order for a sum of Kshs. **105,000** per month is not only unattainable but also unrealistic since my gross salary is Kshs.**76569** per month before

it is subjected to any deductions which include but not limited to statutory deductions, Loans from commercial banks, HELB Loans and servicing short term loans. (*Annexed hereto and marked as “KOA-1”, “KOA-2”, “KOA-3”, “KOA-4”, “KOA-5”, “KOA-6” & “KOA-7” are true copies of sampled payslips for the last four years showing my average monthly income and part of my loan obligations*)

7. **THAT** save as aforesaid, I have no other source of income that would otherwise complement the net salary I earn from my employment by the Teachers Service Commission except the loan facilities I usually take on needs basis to ensure I remain afloat and to send the defendant Kshs.5000 per month as per the court order. (*See the M-Shwari and KCB Mpesa loans in the annexures marked as “KOA-8” & “KOA-9”*)

8. **THAT** despite my bad financial situation, I still have on me a huge financial responsibility every month that I am always compelled to secure short-term credit facilities to take care of most if not all of my monthly expenses which include, without limitation:

(a) As the breadwinner of my current family comprising myself, my housewife, two biological children, I am obligated to take care of the day-to-day financial needs of my family such as school fees and school-related expenses, daily maintenance, medical needs, clothing, food, shelter, transport, utility bills, gas, groceries, toiletries and other essential items, etc.

(b) I have been and continues to provide to the minors’ general needs by sending them upkeep through the Defendant. (*Annexed hereto and marked “KOA-9”, “KOA-10”, and “KOA-29” are selected true copies of the evidence demonstrating the performance of the said financial responsibility*).

(c) I have been and continues to provide for the full school-fees and school-related expenses for the minors herein. (*Annexed hereto and marked “KOA-23”, “KOA-24”, “KOA-25”, “KOA-26”, “KOA-27”, “KOA-28”, “KOA-30”, and “KOA-31” are true copies of the*

school fees for the two minors, letters addressed to me from the school, and my evidence of paying school fees for the two minors).

- (d) I have been and continues to maintain valid comprehensive medical covers under the TSC Medical Scheme renewable annually for the two minors and National Health Insurance Fund(NHIF). (*Annexed hereto and marked “KOA-11”, “KOA-12” and “KOA-13” are true copies of the Medical Cover Letters for the minors for the year 2024 and the dependants in my NHIF medical scheme).*
- (e) I am currently a self-sponsored student and struggling to pay my school fees and the school related expenses and at times I have to defer so as to meet other urgent but enormous financial obligations. (*See a true copy of letter for study leave from my employer, Teachers Service commission in the annexure marked as “KOA-17”*)
- (f) I am the major provider for my ailing Aunt and aging Uncle both of whom became my foster parents after I lost my biological parents at a tender age and the two cannot currently participate in any active income-generating activities by reasons of being elderly.
- (g) I am the major provider of the school fees and school-related expenses as well as general maintenance of my siblings who substantially depend on me for their well-being.
- (h) I have adopted two of my nieces who are orphans and my late brother who is their late father sacrificed a lot to me during my schooling. Even though the defendant herein painfully chased one of the nieces at night when she was sitting for her K.C.P.E examinations from our house by then when I was away at my place of work, we have since re-united with her after I separated with the defendant and currently she is in Form four while the younger one is in grade seven. (*See the admission letter, fees structure and a sample of fees payment in the annexures marked as “KOA-18”, “KOA-19”, and “KOA-20”*)
- (i) I have been taking care of various loan obligations from financial institutions that have

significantly weighed down on my financial ability to an extent that I have been blacklisted by some microfinance institutions. (*See my payslips in the annexures marked “KOA 1”- “KOA7” together with annexures marked “KOA-8” and “KOA-9” are true copies of documents demonstrating the said obligations*).

9. **THAT** my current financial status cannot allow me to take care of the unreasonably higher financial obligations prayed for by the Defendant in her Counterclaim.
10. **THAT** I already take care of a majority of the minors’ expenses surpassing 50/50 contribution as required by law and a grant of legal and physical custody with an equal shared parental responsibility will not weigh down much on my already bad financial shape.
11. **THAT** the defendant honestly admitted with pride that she is not only rich and moneyed but is also pregnant to a wealthy husband who provides more than enough for her, the minors herein and that they lack nothing and therefore she doesn’t need any financial support in any way from the poor plaintiff and that she can take up full responsibilities for the minors. The defendant is therefore insincere with excessive and unreasonable prayers for the maintenance orders and would wish to use this honourable court as an avenue and minors as a vehicle to settle an old score after our bitter separation due to infidelity on her part. The plaintiff humbly implores this honourable court not to entertain defendant’s malicious prayers but instead focus on the best interest of the two issues which should be paramount and separable from ill-feelings, grudges and personal vendetta. (*See annexure of WhatsApp messages from the defendant marked as “KOA-21” and “KOA-22”*)
12. **THAT** the court orders issued on 10th January, 2024 and 7th February 2024 have worsened my already poor financial state so much that I had to delay the admission of my first borne daughter into Junior Secondary and transfer her to a public day school since all the monies I had struggled to save for her schooling were diverted to comply with the court orders which were still inadequate thereby forcing me to borrow from the short-term lending facilities so as to comply with the court orders. These court orders coupled with the defendant’s unending frustrations have adversely affected my general health.
13. **THAT** I am under obligation to provide and treat my other two biological children who are not before this honourable court the same way I do to the minors herein to the best of my financial ability and the defendant’s prayer for the excessive, unreasonable, unrealistic and unattainable

maintenance orders if granted then I won't be able to provide the basic needs even for myself, my immediate family and all those who depend on me. **(See a true copy of the medical card for one of my two children other than the minors herein the annexures marked as "KOA-15".**

14. THAT granting punitive maintenance orders prayed for by the defendant would be hurting and discouraging to the plaintiff since he is the one who instituted a case to safeguard and protect the interest of the two issues herein from the torture, engaging in sexual immorality in the presence of the minors and untold sufferings the minors have been subjected to and still go through in the hands of the defendant.

15. THAT should this Honourable Court allow the Defendant's prayers in her Counterclaim, the Court will be setting up the Plaintiff to the possibility of contempt of this Honourable Court's orders due to his financial distress which, if enforced against the Plaintiff, will mean punishing the Plaintiff for being poor.

16. THAT I swear this Affidavit in support of my plaint against the Defendant and in opposition to the Defendant's Counterclaim and hereby requests that my plaint against the Defendant be allowed and that the Defendant's Counterclaim against me be dismissed with costs.

17. THAT the facts deposed to herein are true to the best of my knowledge, save for facts deposed to on information and belief, sources and grounds whereof I have disclosed.

SWORN by the said KENNEDY OCHIENG)
AWUONDA)

At NAIROBI this 15th day of April, 2024)

BEFORE ME:)



COMMISSIONER FOR OATHS)

Kennedy

DRAWN & FILED BY: -
KENNEDY OCHIENG AWUONDA
0723077498
MOMBASA

TO BE SERVED UPON: -
PAMELA JUMA ODUOR
0727430636
MARIAKANI

REPUBLIC OF KENYA
IN THE TONONOKA CHILDREN'S COURT AT MOMBASA
IN THE MATTER OF THE CHILDREN ACT NO. 29 OF 2022
AND
IN THE MATTER OF JAHLEEL JOASH AWUONDA AND AYELET AGENO (MINORS)
CHILDREN CASE NO. E373 OF 2023

KENNEDY OCHIENG AWUONDA PLAINTIFF/APPLICANT

-VERSUS-

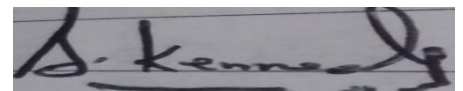
PAMELA JUMA ODUOR DEFENDANT/RESPONDENT

CERTIFICATE OF URGENCY

I, **KENNEDY OCHIENG AWUONDA**, the Plaintiff/Applicant herein, do hereby certify this Application as extremely urgent and ought to be placed before the Honourable Magistrate for instant determination for reasons:

- 1. THAT** this Honourable Court's order of 7th February 2024 that I pay to the Defendant/Respondent a sum of Kshs. 5,000 per month being the maintenance of the minors besides paying full school fees and catering for all school related expenses was made without due regard to my financial ability as well as the 50:50 shared parental responsibility requirement.
- 2. THAT** the schools are opening soon and with the heavy financial responsibility put on myself despite being a person of no significant financial means, I am at a risk of being cited for contempt of court if the Kshs. 5,000 is not removed as a responsibility on myself.
- 3. THAT** this Honourable Court issued interim orders that are likely to significantly affect the best interests of the minors for not adhering to the dictates of the shared parental responsibility and visitation/custody rights.
- 4. THAT** the minors are school-going children in schools that are significantly expensive and the Defendant/Respondent has refused to agree to my proposal that the minors be transferred to an affordable school on the basis that this Honourable Court put the responsibility of school fees and all the school-related expenses solely on myself.
- 5. THAT** the Defendant/Respondent has and continues to interpret the Court's Ruling of 7th February 2024 to her advantage and to my detriment, including, without limitation, refusing to allow me the limited access to the minors granted by the Court and employing tactics aimed at ensuring that I incur as much as possible on the minors like insisting that the minors remain in relatively expensive schools and demanding that I buy minors items which they already have and even a month had not elapsed since I bought them the school items in question.

DATED at **NAIROBI** this 26th day of April, 2024



KENNEDY OCHIENG AWUONDA
PLAINTIFF/APPLICANT

DRAWN & FILED BY: -
KENNEDY OCHIENG AWUONDA
0723077498
MOMBASA

TO BE SERVED UPON: -
PAMELA JUMA ODUOR
0727430636
MARIAKANI

REPUBLIC OF KENYA
IN THE TONONOKA CHILDREN'S COURT AT MOMBASA
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(MINORS)
CHILDREN CASE NO. E373 OF 2023

KENNEDY OCHIENG AWUONDA PLAINTIFF/APPLICANT

-VERSUS-

PAMELA JUMA ODUOR DEFENDANT/RESPONDENT

NOTICE OF MOTION

(Under Order 40 Rule 2, 3 & 4, Order 45, and Order 51 Rule 1 of the Civil Procedure Rules, Sections 1A, 1B, and 3A of the Civil Procedure Act, and all other enabling provisions of the Law)

TAKE NOTICE that the Honourable Court shall be moved on the day of 2024 at 9:00 O'clock in the forenoon or soon thereafter as the Plaintiff/Applicant may be heard in an application for **ORDERS**:

- 1. THAT** this Application be certified as urgent and be heard ex-parte on a priority basis as the right of the minors herein are at the risk of being infringed and the Plaintiff/Applicant cited for contempt if the orders of the Court of 7th February 2024 are not reviewed, varied, and/or set aside.
- 2. THAT** pending the interpartes hearing and determination of this application, this Honourable Court do issue an Order of Stay of the execution of its orders of 7TH February 2024
- 3. THAT** this Honourable Court be pleased to review, vary, and/or set aside the Honourable Court's Orders in the Ruling of 7th February 2024.
- 4. THAT** this Honourable Court be pleased to review its interim custody orders and to instead order that (i) the Plaintiff/Applicant shall have access to the minors on full days of the weekend in alternate weekends during school-going days; (ii) the Plaintiff/Applicant shall have unlimited access to the minors as to visitation in school; and (iii) both the Plaintiff/Applicant and the Defendant/Respondent shall share access to the minors on a 50:50 basis during school full holidays and mid-term holidays.
- 5. THAT** this Honourable Court set aside the maintenance amount in the sum of Kshs. 5,000 monthly which this Honourable Court ordered the Plaintiff/Applicant to pay to the Defendant/Respondent for the maintenance of the minors.
- 6. THAT** this Honourable Court be pleased to review its school fees and school-related expenses interim orders and make the same a subject of shared parental responsibility; that is, that the Plaintiff/Applicant pays the school-fees and school-related expenses including school transport, stationery, school trips, school breakfast and lunch fees, and club fees while the Defendant/ Respondent pays for the school uniforms, CBC homework requirements, and the rest of the school-related expenses.
- 7. THAT** the costs of this Application be in the main suit.

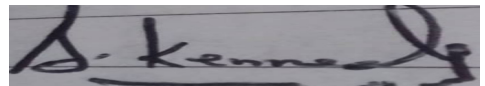
WHICH APPLICATION is based on the following grounds and supported by the annexed affidavit of the Plaintiff/Applicant: -

1. **THAT** on 7th February 2024, this Honourable Court issued interim orders on an application by the Defendant/Respondent that significantly limited the Plaintiff/Applicant's access to the minors and placed enormous financial responsibilities on the Plaintiff/Applicant including, without limitation, orders that the Plaintiff/Applicant pays school fees and takes care of every other school-related expenses like school uniforms, textbooks, stationery, school trips, school transport, school CBC requirements, and club fees.
2. **THAT** this Honourable Court did not take into consideration the fact that by placing the responsibility of paying school fees and all the school-related expenses, the Court had also placed on the Plaintiff/Applicant the responsibility of paying for the minor's school feeding programme which he has been, and continues to take care of an expense in the school fees, thereby overburdening his already worse financial situation.
3. **THAT** with the schools reopening soon, the Plaintiff/Applicant finds himself in a very awkward situation of attempting to comply with the Court's 7th April 2024 orders of sending to the Defendant/Respondent the Kshs. 5,000 monthly maintenance for the minors while at the same time looking forward to paying school-fees and school-related as well as other expenses when, as a matter of fact, his financial status cannot allow him pay the Kshs. 5,000 monthly and at the same time fulfil the obligations placed on him by this Court's interim orders.
4. **THAT** this Honourable court did not take into consideration the fact that the defendant is currently pregnant to another man whom she claims to be her husband and sending her Kshs.5000 monthly maintenances would imply that the plaintiff/Applicant is being ordered to take care of another family which he is not a party to since there are no safeguards put in place to ensure that money sent benefits only the minors herein and not the defendant's new family.
5. **THAT** before the two issues herein were brought to court, both the parties had entered into an agreement that plaintiff was to pay school fees, meet minors' transportation expenses to school and pay for their breakfast and lunch during school days while the defendant was to meet other school related expenses. Orders issued by the court on 7th February 2024 have gone against this mutual agreement which have disorganized plaintiff financially since they are far much beyond his financial ability.
6. **THAT** the Defendant has insisted that the minors must remain in the relatively expensive schools despite the Plaintiff/Applicant's plea to have them transferred to an affordable school that the Plaintiff/Applicant can easily take care of the school fees and the school-related expenses without straining himself.
7. **THAT** the Defendant/Respondent continues to be in contempt of this Court's interim Orders; to wit, not allowing the Plaintiff/Applicant the limited access to the minors as ordered by this Court and blocking me from contributing in the decision-making on the issues affecting the interests of the minors like the choice of schools for the minors. The defendant/Respondent continues to make unilateral decisions on the church where minors worship and even engage minors on cultural activities without the plaintiff's/Applicant's knowledge.
8. **THAT** the orders issued by the Court on 7th February 2024 significantly limited the Plaintiff/Applicant's access to the minors without due regard to the requirements of the shared parental responsibility, the fact that the main suit by the Plaintiff/Respondent is one seeking for full custody of the minors, and that under a shared parental responsibility, the Court ought to have given the

Plaintiff/Applicant a 50% access to the minors during the school full holidays and midterm holidays.

9. THAT orders issued by the court on 7th February 2024 on the restricted access, denies the minors a chance to bond with their paternal parents yet in plaintiff/Applicant's culture, children belong to the father.
10. THAT the ages of the minors herein are reasonable enough for the plaintiff/Applicant to be given unlimited access since he has had opportunities to be with the minors alone for a couple of days in the absence of the defendant when they were younger than now.
11. THAT the orders issued by this honourable court on 7th February 2024 have resulted into mental and emotional disturbance which have since adversely affected the general health of the Plaintiff/Applicant

DATED at **NAIROBI** this 26TH day April, 2024



KENNEDY OCHIENG AWUONDA
PLAINTIFF/APPLICANT

DRAWN & FILED BY: -
KENNEDY OCHIENG AWUONDA
0723077498
MOMBASA

TO BE SERVED UPON: -
PAMELA JUMA ODUOR
0727430636
MARIAKANI

REPUBLIC OF KENYA
IN THE TONONOKA CHILDREN’S COURT AT MOMBASA
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CHILDREN CASE NO. E373 OF 2023

KENNEDY OCHIENG AWUONDA PLAINTIFF/APPLICANT

-VERSUS-

PAMELA JUMA ODUOR DEFENDANT/RESPONDENT

SUPPORTING AFFIDAVIT

I, **KENNEDY OCHIENG AWUONDA** of I.D. No: 25072868, of Phone Number +254 723 077 498, and a resident of Mombasa County, in the Republic of Kenya (hereinafter the “Deponent”), do make solemn oath and state as follows: -

1. **THAT** I am an adult male of sound mind and the Plaintiff herein hence competent to swear this Affidavit.
2. **THAT** on 31ST day of July,2023, I filed with this Court a case whereon I sought for prayers including, without limitation, that I be granted full physical custody of the minors herein-above named. The Defendant/Respondent thereafter responded to my plaint by filing a statement of defence and counterclaim dated the 23RD day of September, 2023 in which she counterclaimed for, among others, maintenance for the minors, medical expenses, school fees all summed together totalled to Ksh. 105,000
3. **THAT** on the 7th day of September, 2023, the Defendant/Respondent filed with this Court an application for interim orders under a certificate of urgency in which she prayed that I be ordered to pay, for the benefit of the minors, food, school fees and school-related expenses, maintenance in the sum of Ksh. 30,000, medical expenses, and that the Court issues orders giving full custody of the minors to the Defendant/Respondent in the interim.

4. THAT on 7th February 2024, this Honourable Court issued its ruling on the foregoing application and ordered as follows:

- (1)** The applicant shall continue having actual physical custody of the children with limited access to the plaintiff/respondent on alternate Saturdays and Sundays from 9:00am to 6:00pm. The plaintiff shall pick the children from the defendant's home or at an agreed convenient public place and drop them back at the same place at the end of the access period. The handing over of the children must be to the plaintiff and not a representative and the dropping back must be to the defendant and not a representative. The alternative weekends shall start running on the 10th February, 2024 and thereafter on every alternate weekend.
- (2)** That both parents bear parental responsibility for the minors herein.
- (3)** The plaintiff/respondent shall pay school fees and all school related expenses for the minors as per the school fees structure and the school needs as and when the need arises. For the avoidance of doubt, the school needs include and are not limited to; school uniforms, school text books and stationery, school trips, school transport, school CBC requirements for homework and club fees.
- (4)** The plaintiff/respondent provides for maintenance at KHz. 5,000 per month payable to the applicant's MPESA number on or before the 5th day of every month starting the 5th Day of March, 2024 and thereafter on or before every 5th day of subsequent months pending the hearing and determination of the suit herein.
- (5)** That the defendant/applicant shall provide for the shelter, clothing, bills and utilities and other needs of the minors.
- (6)** The father to make deliberate effort towards enrolling the minors in a medical cover to cater for her health as and when it is needed.

5. THAT as a biological father to the minors and a strong believer in shared parental responsibility, and in view of the genesis of the matter and the evidence on record, including the fact that I initiated the suit praying that I be granted full physical custody of the minors, the interim orders as to the issue of custody did, in fact, significantly limit my access to the minors rather than offering me a 50% access even if during weekends, half term and school holidays.

6. **THAT** after separation, there were occasions when I spent with the minors alone for a whole weekend after getting the help from the children's officer. There are also instances when the defendant left the minors herein under the care of a step father while attending overnight workshops/Seminars organized by her employer and she even at point requested me for a night out while in another relationship, a proposal which I declined. Therefore, the ages of the minors are reasonable enough for this honourable court to grant me unlimited access in the interim *(See annexures of WhatsApp messages from the defendant marked as "KOA-1" and one of the workshop invitation letters which the defendant attended marked as "KOA-4")*.
7. **THAT** culturally, in our community, children belong to the father and limited access of less than 10 days in a year is not reasonable enough for the minors to bond with their paternal parents. Further, if this honourable court does not review the orders issued on 7TH February, 2024 then the minors right to worship will be infringed since plaintiff will have to pick them up in alternating weekends implying that minors herein shall miss the church activities on the said weekends.
8. **THAT** we are in the second quarter of the year but I have only visited the minors twice on 13TH & 20TH days of January 2024 but the frustrations and pain the defendant subjected the minors and myself during the said visits were not worth the visits. The defendant disregarded orders issued on 10TH January 2024 regarding the restricted access I was given. During the said visits, minors revealed to me how the defendant is currently misbehaving with her current husband and that they carry and kiss each other in the sitting room and the defendant's newly found lover is so harsh to them. One of the minors' health has since deteriorated and needs medical attention and both of them have lost the comfort of staying in the same house with the defendant and her now husband.
9. **THAT** in spite of being granted significantly limited access, the defendant has continued to frustrate my efforts in accessing the minor thereby denying me the access. The defendant threatened not to see me near her home while at the same time refused to bring the minors to me at a particular location but instead wanted me to send a bodaboda. This proposal was not only endangering the lives of the minors but also against the court orders issued on 7TH February 2024 of paragraph 4(1). The defendant later on blocked me on her phone hence I could not call/text/WhatsApp her making it practically impossible for me to access the minors and further denies me a chance to have a discussion with her on issues affecting the welfare of the minor. *(See the frustrations and threats in annexures of WhatsApp messages from the defendant marked as "KOA-1", "KOA-2" and "KOA-3")*

- 10. THAT** prior to the issuing of the Court orders, I had been a responsible father and provides to the minors herein more than 50% even though the defendant continuously denies me access to the minors hence unable to be actively involved in the growth and development of the minors and would have wished to spend more time with them but not for the limited access of less than ten days per year as ordered by this honourable Court in its 7th February 2024 Ruling.
- 11. THAT** prior to admission of the minors herein into their current school which is relatively expensive, we entered into an agreement with the defendant/respondent that I'll be paying full school fees, cater for their lunch and breakfast when they are in school and cater for their transport while the defendant was to cater for other school related expenses. The orders issued on 7TH February 2024 have not only gone against this mutual agreement but transferred all the school related expenses together with school fees on the shoulder of the plaintiff, disregarding the plaintiff's financial ability and 50:50 sharing ratio requirement. These orders if not reviewed/set aside would practically make it impossible for the minors to continue learning in their current school thereby not serving the best interest of the minors.
- 12. THAT** I have on several occasions tried to engage the Defendant/Respondent in a talk on the choice of school for the minors that would otherwise consider my bad financial status but every time I try bringing this conversation up, the Defendant/Respondent has always responded by saying that it is the court and not herself who placed the school-fees and school related expenses on myself and that as such, I should continue carrying the burden. At some point, my persistence on this discussion (as required by the concept of the shared parental responsibility) earned me a block on her phone on all platforms; an act that has made it almost impossible to contribute to the decision-making on issues affecting the interests of the minors wit not knowing the church where they go to, denying me access to their academic progress documents/school requirements, not involving me on the cultural activities that minors pass through in every stage of their lives.
- 13. THAT** the orders of the Court issued on 7th February 2024 placed on me heavy financial responsibilities despite my bad financial status as a teacher in the lower rank including the responsibility to pay (i) Kshs. 5,000 monthly for the maintenance of the minors, (ii) school-fees and school-related expenses for the minors totalling to Kshs. 221,000 and (iii) medical expenses for the minors besides incurring visitation expenses among other things.

- 14. THAT** by placing the heavier financial responsibilities on myself, the Court failed to consider the fact that I am exclusively employed by the Teachers Service Commission (TSC) under **TSC NUMBER 577534** without any substantial position that may give me a financial advantage over any other ordinary teacher in my current position such as the Defendant/Respondent whom besides being in the same job group with me, earns hardship and responsibility allowances.
- 15. THAT** other than my current employment by the TSC and to the best of my knowledge, I am unaware of any other employment I have with any other party or by myself that contributes in any way whatsoever to my monthly income earned through my employment with the TSC; a fact that has made it quite challenging for me to fulfil the orders of this Court of 7th February 2024.
- 16. THAT** my current monthly income from my employment with the TSC is Kshs. 15,000/= after my gross pay is subjected to various obligations by my employer, including, without limitation, for servicing check-off loans and statutory deductions. (*Annexed hereto and marked “KOA-5”, “KOA-6”, “KOA-7”, “KOA-8”, “KOA-9”, “KOA-10”, and “KOA-11” are true copies of select payslips portraying my accurate monthly income*).
- 17. THAT** save as aforesaid, I have no other source of income that would otherwise complement the net salary I earn from my employment by the TSC except the loan facilities I usually take on needs basis to ensure I remain afloat and to send the defendant Kshs.5000 per month as per this Court’s Order.
- 18. THAT** despite my bad financial situation, I still have on me a huge financial responsibility every month that I am always compelled to secure short-term credit facilities to take care of most if not all of my monthly expenses which include, without limitation:
- (a) As the breadwinner of my current family comprising myself, my housewife, two biological children, I am obligated to take care of the day-to-day financial needs of my family such as school fees and school-related expenses, daily maintenance, medical needs, clothing, food, shelter, transport, utility bills, gas, groceries, toiletries and other essential items, etc.
 - (b) I have been taking care of various loan obligations from financial institutions that have significantly weighed down on my financial ability. (*Annexed hereto and marked “KOA-12” and “KOA-13” are true copies of documents demonstrating the said obligations*).

- (c) I have been and continues to provide to the minors' general needs by sending them upkeep through the Defendant. (*Annexed hereto and marked "KOA-13", "KOA-14", and "KOA-35" are selected true copies of the evidence demonstrating the performance of the said financial responsibility*).
- (d) I have been and continues to provide for the full school-fees and school-related expenses for the minors herein. (*Annexed hereto and marked "KOA-27", "KOA-28", "KOA-29", "KOA-30", "KOA-31", "KOA-32", "KOA-33", "KOA-34", "KOA-35", "KOA-36", "KOA-37" are true copies of the consent letter addressed to me from the school, school fees receipts for the two minors, my evidence of paying school fees for the two minors and the school fees structure*).
- (e) I have been and continues to maintain valid comprehensive medical covers under the TSC Medical Scheme renewable annually for the two minors and National Health Insurance Fund(NHIF). (*Annexed hereto and marked "KOA-15", "KOA-16", and "KOA-17" are true copies of the Medical Cover Letters for the minors for the years 2023 and 2024*).
- (f) I am currently a self-sponsored student and struggling to pay my school fees and the school related expenses and at times I have to defer so as to meet other urgent but enormous financial obligations. (*See a true copy of letter for study leave from my employer, Teachers Service commission in the annexure marked as "KOA-21"*)
- (g) I am the major provider for my ailing Aunt and aging Uncle both of whom took care of me after I lost both my parents at a tender age and the two cannot participate in any active income-generating activities by reasons of being elderly.
- (h) I am the major provider of the school fees and school-related expenses as well as general maintenance of my siblings who substantially depend on me for their well-being.
- (i) I have adopted two of my nieces who are orphans and my late brother who is their late father sacrificed a lot to me during my schooling. Even though the defendant herein painfully chased one of the nieces at night when she was sitting for her K.C.P.E examinations from our house by then when I was away at my place of work, we have since re-united with her after I separated with the defendant and currently she is in Form four while the younger one is in grade seven. (*See the admission letter, fees structure and a sample of fees payment in the annexures marked as "KOA-22", "KOA-23", and "KOA-24"*)

19. THAT I already take care of a majority of the minors' expenses surpassing 50/50 contribution including, taking care of the minor's feeding programme while in school in addition to paying their school fees and other school-related expenses.

20. That the defendant is a secondary teacher and employed by the **Teachers Service Commission** with the employment number:**574533** at Mwavumbo Secondary and currently earns a higher salary than the plaintiff as she was promoted to the current job group earlier and unlike the plaintiff, the defendant gets monthly hardship allowance of Kshs. 12300 hence capable of sharing the responsibilities on equal ratio as required by law.

21. THAT the court orders issued on 7TH February 2024 did not consider 50:50 sharing ratio and my financial ability as required by law but worsened my already bad financial situation forcing me to provide the following to the minors which are far much beyond my monthly net salary and way above 50% contribution ratio.

- i. Lunch and breakfast in school
- ii. Ksh. **5000** per month totaling to Kshs. **60000** per year sent to the defendant.
(Annexed hereto and marked "KOA-13" and "KOA-14" are true copies of documents demonstrating the said obligations).
- iii. Full medical cover
- iv. School fees totaling to **Kshs.68000** per year.
- v. Transport to school @ kshs.3000 per child per term totaling to Kshs.18000 per year
(Annexed hereto and marked as "KOA-37" is a copy of the fees structure)
- vi. School uniform which is also part of clothing **Kshs.25000**
- vii. School shoes **Kshs.10000** per year
- viii. Text books **Kshs.20000** per year
- ix. Other school stationeries **Kshs.20000**
- x. Cost sharing shelter since we jointly built house which I have since left to the defendant and currently she earns monthly rental income from it after she relocated to join her current husband.
- xi. The Plaintiff also incurs visitation and entertainment expenses which are not in the list above but very costly.

- 22. THAT** the Defendant/Respondent herein is a married woman to her current husband whom she boastfully said to be a wealthy person and on numerous occasions told me that she is glad she is currently pregnant for a moneyed man who provides everything for them including my own children and that she needs no financial assistance from myself. I'm in utter shock and disbelief for this honorable court to issue monthly maintenance order of Kshs.5000 from poor plaintiff's meagre salary to the defendant who is financially stable and is pregnant to a wealthy husband. *(See annexure of WhatsApp messages from the defendant marked as "KOA-25" and "KOA-26")*
- 23. THAT** besides not having the ability to send **Kshs 5000** on 5th day every month as ordered by court on 7TH February 2024, this honorable court never specified the purpose of the money since upkeep is too general and no safeguards are put to ensure that the money benefits only the minors herein bearing in mind that the defendant has moved on and is heavily pregnant in another relationship. This order further denies me an opportunity to walk into the lives of the minors since it does limit the plaintiff from physically engaging in the purchase of the items that minors require.
- 24. THAT** the court orders issued on 7th February 2024 and 10th January,2024 have worsened my already poor financial state so much that I had to delay the admission of my first born daughter into Junior Secondary and transfer her to a public day school since all the monies I had struggled to save for her schooling were diverted to comply with the court orders which were inadequate thereby forcing me to borrow from the short-term lending facilities to meet the decrees of this Court
- 25. THAT** the court orders issued on 7th February 2024 coupled with the defendant's unending frustrations have drained my mental health and caused emotional disturbance which have adversely affected my general health so much that I got two referrals from two hospitals to see specialist doctors and I'm currently under medication and do go for psychotherapy sessions. *(Annexed hereto and marked "KOA-38", "KOA-39" and "KOA-40" are true copies of the letter from a specialist doctor and two referrals).*
- 26. THAT** I am under obligation to provide and treat my other two biological children who are not before this Honorable Court the same way I do to the minors herein to the best of my financial ability and the Court's Order of 7th February 2024 have significantly affected my ability to provide for the basic needs even for myself, my immediate family and all those who depend on me.

- 27. THAT** this Court's Orders of 7th February 2024 were to my detriment since I am the one who instituted a case against the Defendant/Respondent in my attempt to safeguard and protect the interests of the minors herein from the torture and untold sufferings the minors have gone through and still go through in the hands of the Defendant/Respondent and her now husband.
- 28. THAT** should this Honourable Court fail to review, vary, or set aside its orders in the 7th February 2024 Ruling, the Court will be setting up the Plaintiff/Applicant to the possibility of contempt of this Honourable Court's orders due to his financial distress which, if enforced against the Plaintiff, will mean punishing the Plaintiff for being poor.
- 29. THAT** I swear this Affidavit in support of my Application to review the Court's Orders of 7th February 2024 and pray that the Application be allowed.
- 30. THAT** the facts deposed to herein are true to the best of my knowledge, save for facts deposed to on information and belief, sources and grounds whereof I have disclosed.

SWORN by the said KENNEDY OCHIENG)
AWUONDA)

At NAIROBI this 26th day of April, 2024)

BEFORE ME:)



COMMISSIONER FOR OATHS)

Kennedy

DRAWN & FILED BY: -
KENNEDY OCHIENG AWUONDA
0723077498
MOMBASA

TO BE SERVED UPON: -
PAMELA JUMA ODUOR
0727430636
MARIAKANI



THE JUDICIARY



REPUBLIC OF KENYA

IN THE MAGISTRATE COURT OF KENYA AT MOMBASA

COURT NAME: TONONOKA LAW COURT

CASE NUMBER: MCCHCC/E373/2023

CITATION: K.O.A VS P.J.O

ORDERS(COURT DOCUMENT)

BEFORE NELLY CHEPCHIRCHIR

THIS MATTER coming up on **14TH August, 2024** for mention before Honourable **Nelly Chepchirchir- PM. UPON HEARING** the Plaintiff/Applicant and the Defendant/Respondent; **IT IS HEREBY ORDERED:**

1. **THAT** the **OCS Tononoka police station** is ordered to investigate allegations made by a person called **AMOS** of **0720739681** that he knows the **Judicial Officer** and the Plaintiff may not get **Justice**.

2. **THAT** mention of investigation report on **21/08/2024**.

GIVEN under my hand and Seal of this Court on 2024-08-15 17:15:48

SIGNED BY: NELLY CHEPCHIRCHIR (ADMINISTER JUDGEMENTS)



THE JUDICIARY OF KENYA.
TONONOKA MAGISTRATE COURT
MAGISTRATE COURT
DATE: 2024-08-15 15:37:34+03

ORIGINAL

1845635

CASH BAIL RECEIPT

(Section 122, C.P.C.)

Case File No. TONDOKA Police Station

RECEIVED from KENNETH OCHIAI AWOUNDA

the sum of Shillings TWENTY THOUSAND ONLY the aforesaid

person being accused on a charge of GIVING FALSE INFORMATION

GIVING FALSE INFORMATION C.F. No. and being

required to appear before the TONDOKA P.S / SPM Com at 0800 hr

o'clock in the noon of 10/9/2024 (date)

to answer to the said charge or in default to forfeit the sum deposited.

Signature [Signature] O.C.S. TONDOKA Police Station

Witness PC MAKU POLICE STATION

Date P.O. Box 90594, Mombasa

2. Case File No. Date

RECEIVED from Police Station

the sum of Shillings

..... Court Prosecutor.

Date

3. RECEIVED from Court Prosecutor (Estreated)

..... Court Clerk.

4. Case File No. Date

RECEIVED from

the sum of Shillings

..... Signature or thumb-print
of Bailee.

..... Witnessed.

KOA-10

ORIGINAL 1845633

CASH BAIL RECEIPT
(Section 122, C.P.C.)

File No. TONONOKA Police Station

RECEIVED from... AMOS MUSAHO MULI

Sum of Shillings ... FIVE THOUSAND ONLY ... the aforesaid

on being accused on a charge of ... DETAMATION

..... C.F. No. and being

ired to appear before the ... TONONOKA C.C. ... at ...

ock in the ... 0800 hrs ... noon of ... 21/8/2014 ... (date)

answer to the said charge or in default to forfeit the sum deposited.

Signature ... PC MAKU ... Tawono Police Station

PC 90594, Mombasa

"K O A-11"

PASSENGER TICKET



For Safe Transport Service

NAEKANA ROUTE 134 SACCO SOCIETY LTD.

P.O.Box 6940-00300 Nairobi, Kenya

ROUTES: NAIROBI - VOI - MOMBASA - MALINDI



No. **47428**

Name: Kenya Tel: 0723077498 Fare: 1400

From: UPH To: Mombasa

Date Issued: SAF Date of Travel:

Reporting Time: 12:00 PM Departure Time:

Vehicle No: KSP-9947 Cargo:

ID/P No: Clerk Sign:

Seat No.

3

BOOKING NOS:

Nairobi: 0701 363 829

0708 149 907

Mombasa: 0701 218 711

0721 550 615

Voi: 0722 905 473

0723 474 773

Malindi: 0712 360 239

Hotline: 0723 982 005

" KOA-12"

STADIUM HOLIDAY INN
P.O. BOX 40604-80100
MOMBASA
KENYA

ACCOMMODATION RECEIPT

PIN: P051113478Y
FISCAL RECEIPT

STADIUM HOLIDAY
inn

P.O. Box 40604, Mombasa
Tel: +254-41-2492787 / 2495380 / 2491352
Mob: 0717 357454
Fax: +254-41-2495317
info@ndoloinvestments.com

ACCOMMODATION 1x 2,000.00
2,000.00 A
TOTAL 2,000.00

Under NDOLO INVESTMENTS LTD.

TILL NO: 153393

Date: 20.....

TAXABLE VAT A 1,724.14
TOTAL VAT A 16.00% 2,000.00
TAX VAT A 16.00% 275.86
TOTAL WITHOUT TAX 1,724.14
TOTAL TAX 275.86

CASH 2,000.00
ITEM NUMBER 1

Being payments of:

BREAKFAST TIMETABLE

- i) WEEK - DAYS - 6.30 AM - 10.00 AM
- ii) WEEKENDS - 7.00 AM - 10.30 AM

Kshs. 2000/-

Cash / Cheque No.

**NB: DEPOSIT YOUR VALUABLES AT THE RECEPTION
DESK FOR SAFE KEEPING**

With Thanks
For: Stadium Holiday Inn



Nyali West
GUEST HOUSE

RECEIPT

"KOA-13"

NYALI WEST GUEST HOUSE

Neat Self Contained Rooms at Affordable Rates

P. O. BOX 93071
MOMBASA - KENYA
TEL: 0722 726 111

2530

ZAKHIM ROAD - MISHOMORONI
AFTER KADONGO BAR

No.

Date: 9/09/2024

Received from: Kennedy Anusoga

The sum of shillings: Two thousand five hundred

Being payment of: Accommodation

Ksh: 2,500/-

Cash/Cheque.....

For: Nyali West Guest House



RIVERVIEW GUEST

"KOA-14"

Mazeras - Kasarani
P. O. Box 106, Mazeras.
Tel: 0705 788975
0722 242 155

No. **1054**

GUEST RECEIPT

Date: 06/09 2024

Received from KENNEDY AWUDNDA

the sum of Shillings SIX THOUSAND

being payment of Accommodation - Rm No: 13 Customer Tel: 0723077498

No. Of Persons 1 Period of Stay 3

Nationality Kenyan ID/Passport No.: 28 25072868

Shs. 6,000/=
Cash/Cheque

Guest's Signature [Signature]

With Thanks

[Signature]

For: RIVERVIEW GUEST





RIVERVIEW GUEST

KQA-15
Mazeras - Kasarani
P. O. Box 106, Mazeras.
Tel: 0705 788975
0722 242 155

No. **1053**

GUEST RECEIPT

Date: 10/09 2024

Received from KENNEDY AWUONDA

the sum of Shillings TWO Thousand

being payment of Accommodation - Rm No: 10 Customer Tel: 0723077498

No. Of Persons 1 Period of Stay 1

Nationality Kenyan ID/Passport No.: 25072868

With Thanks

Shs. 2000/=
Cash/Cheque

Guest's Signature A'kely

For: RIVERVIEW GUEST