IN THE HIGH COURT OF THE UNITED REPUBLIC OF TANZANIA

(ARUSHA SUB-REGISTRY)
AT ARUSHA

MISC. CIVIL APPLICATION NO. 46 OF 2022
(C/f The High Court of the United Republic of Tanzania, Misc. Civil Application No. 99 of 2021, Execution Application No. 18 of 2021, Originating from Civil case No. 8 of 2010)

RUTH JERDONEK ..... APPLICANT

Versus

JOSEPH SAMWEL SANARE @SAMWEL
JOSEPH SANARE ..... RESPONDENT

RULING

21st October & 13th December 2022

Masara, J.

The Applicant herein ("the Decree Holder") preferred this Application under sections 42(c), 44(1)(a) & (c) and Order XXI Rules 35(1) and (2) of the Civil Procedure Code, Cap. 33 [R.E 2019] (hereinafter "the CPC"). The gist of the Application is to move the Court to arrest and detain the Judgment Debtor (the Respondent herein) as a civil prisoner having failed to pay the decreed amount of USD 300,000 to satisfy the decree of this Court dated 06/05/2013. The Application is supported by the affidavit of Walter Buxton Chipeta, learned advocate, while the same was contested in a counter affidavit deponed by the Respondent himself.

The background culminating to this Application is as follows: The Applicant successfully sued the Respondent vide Civil Case No. 8 of 2010.

In that case, the Applicant sought, among others, a declaratory order that the Respondent unlawfully and fraudulently misappropriated USD 331,000.00 advanced to him in form of cash and assets, as part of investment that would be jointly owned with the Applicant. After hearing, in its judgment delivered on 06/05/2013, this Court (Nyerere, J.) decided in favour of the Applicant. The Respondent was ordered to pay the Applicant a sum of USD 300,000.00 and costs of the suit.

On 29/06/2021, the Applicant sought to execute the decree of the Court vide Execution Application No. 18 of 2021. On 01/11/2021, the Application was withdrawn with leave to refile after the Respondent admitted that the properties subject of attachment had already been sold. The Applicant filed another application in a bid to execute the Court decree vide Misc. Civil Application No. 99 of 2021. The said application was found incompetent hence withdrawn with leave to refile on 25/02/2022. On 20/04/2022, the Applicant preferred this Application.

On 02/08/2022, by notice, the Respondent raised two points of preliminary objection as follows:

a) *That, the present Application is incompetent before the Court for contravening the provision of Order XIX Rule 3(1) of the Civil Procedure Code, Cap. 33 [R.E 2019], the only remedy is to have it struck out with costs; and*

b) That the present Application is incompetent before the Court for not being accompanied with the copy of Judgment and Decree of Civil Case No. 8 of 2010.

When the application came for hearing of the preliminary objections, by consensus, it was resolved that both the preliminary objections and the main Application be heard and determined simultaneously through filing of written submissions. At the hearing, the Applicant was represented by Mr Walter Buxton Chipeta, learned advocate, while the Respondent was represented by Mr John M. Shirima, learned advocate.

It is a common tenet of law that a court seized with a preliminary objection on point of law ought to, *a priori,* determine the preliminary objection before delving into the merit or substance of the case or application before it. I will not deviate, lest I am labelled a recalcitrant.

Submitting in support of the first limb of the preliminary objection, Mr Shirima averred that the affidavit in support of the Application contravened the mandatory requirements of Order XIX Rule 3(1) of the CPC, due to failure to disclose the source of information of the deponent, which renders the affidavit defective. To support his assertion, he relied on the decision in **Standard Goods vs Harakchand Nathu & Company (1950) EACA 99**. Particularly, Mr Shirima faulted paragraphs 3, 6, 7, 7.1, 7.2, 7.3 and 8 of the affidavit in support of the Application.

Regarding the second limb of the preliminary objection, Mr Shirima contended that this Application was filed without being accompanied by copies of judgment and decree in respect of Civil Case No. 8 od 2010, subject of execution. He maintained that failure to attach those two documents, rendered the Application incompetent. He relied on the case of **Alcardo Sylivester Ilagila & Another vs Attorney General & Another, Civil Appeal No. 55 of 1997** (unreported), which insisted that a bill of cost which does not have a drawn order on record is an empty shell not worth taxing. Basing on the submission, he urged the Court to sustain the preliminary objections and dismiss the Application with costs.

On his part, Mr Chipeta submitted, with respect of the first limb of the preliminary objection, that the deponent is the advocate for the Applicant who represented her in previous proceedings, hence conversant with the facts of the case. He asserted that what was stated in the highlighted paragraphs was based on the deponent's own knowledge by virtue of being the Applicant's advocate. Further, that an advocate is allowed to swear an affidavit on behalf of his client, placing reliance on the Court of Appeal decision in **Tanzania Breweries Limited vs Herman Bildad Minja, Misc. Civil Application No. 11/18 of 2019** (unreported). Mr

Chipeta contended that the purpose of the affidavit in this Application is to demonstrate reasons why the Court should arrest and detain the Respondent. To reinforce his argument, he referred the Court to the case of **Signal Power & Energy Tanzania Company Limited vs Mollel Electrical Contractors Limited, Commercial Case No. 156 of 2018** (unreported).

Submitting against the second limb of the preliminary objection, Mr Chipeta contended that the raised preliminary objection does not qualify as a point of law because the Respondent did not cite any provision of law infringed. He intimated that attaching a decree in an application for execution is not mandatory. He made reference to Order XXI Rule 10 of the CPC. Rule 3 of that Order, according to Mr Chipeta, provides that the decree is mandatory at the discretion of the Court. In the alternative, he invited the Court to take judicial notice of its existence in terms of sections 58, 59(d) and 60 of the Evidence Act, Cap. 6 [R.E 2019] (hereinafter "the TEA"), because the Court is seized with the entire record, the decree inclusive. According to Mr Chipeta, the alleged defect is also curable by the overriding objective principle, as per sections 3A and 3B of the CPC as there is no prejudice manifested on the part of the Respondent. He distinguished the case of **Sylvester Ilagila & Another** (supra) stating

that the case was on the failure to attach drawn order in a bill of costs application while the Application at hand is on execution. Based on his submission, the learned advocate urged the Court to overrule the preliminary objections for want of merit.

I have keenly considered the preliminary objections raised and the submissions by both counsel for the parties. I will determine them as presented.

In respect of the first limb of the preliminary objection, the Respondent's counsel faulted the affidavit of the applicant's counsel for failure to disclose the source of information. The law governing affidavits is clear that failure to disclose the source of information in an affidavit, renders the offending paragraphs defective, hence liable to be expunged. The Court of Appeal in **Arbogast C. Warioba vs National Insurance Corporation (T) Limited & Another, Civil Application No. 24 of 2011** (unreported) stated as follows:

> *"It has been held that an affidavit may be defective in various ways, but the most denounced one is that* ***an affidavit should not contain statements based on information whose source is not disclosed, or extraneous matters by way of objection or prayer or legal argument or conclusion****. It is also the law that if the Court finds that the defects are inconsequential,* ***it can order that the offensive paragraphs be expunged*** *and proceed with*

the application if there is still substance in the affidavit to support the motion."(Emphasis added)

The law permits advocates to swear affidavits on behalf of their clients on matters which are in the advocates' personal knowledge. Such matters may include those that the advocate became aware of in the course of representing the client in the proceedings. This position was enunciated in **Lalago Cotton Ginnery and Oil Mills Company Ltd vs The Loans and Advance Realization Trust (LART), Civil Application No. 80 of 2002** (unreported), where the Court held:

> *"An advocate can swear and file an affidavit in proceedings in which he appears for his client,* ***but on matters which are in the advocate's personal knowledge only. For example, he can swear an affidavit to state that he appeared earlier in the proceedings for his client and that he personally knew to what transpired during those proceedings****. I know of no law or rule which bars advocates from doing so."* (Emphasis added)

This position was also restated in the case of **Tanzania Breweries Ltd vs Herman Minja** (supra) where the Court observed:

> *"From the above, an advocate can swear and file an affidavit in proceedings in which he appears for his client* ***but on matters which are within his personal knowledge.*** *These are the only limits which an advocate can make an affidavit in proceedings on behalf of his client."*(Emphasis supplied)

Now applying the above position in the Application at hand, Mr Shirima faulted the affidavit sworn by counsel for the Applicant in support of the application specifically paragraphs 3, 6, 7, 7.1, 7.2, 7.3 and 8 which in his view, did not disclose the source of information.

I have keenly scrutinised the impugned affidavit deponed by Mr Chipeta. Paragraph 3 of that affidavit pertains to the historical background of Civil Case No. 8 of 2010 which was instituted on 31/04/2010. My perusal of the entire record, specifically the record pertaining to Civil Case No. 8 of 2010 reveals that it was Mr Chipeta who was representing the Applicant in that case. Under paragraph 6, the deponent stated the actual balance that the Applicant owes the Respondent, which is USD 295,684.36 as at 30/02/2022. Paragraphs 7, 7.1, 7.2 and 7.3 entails the efforts employed by the Applicant to recover the decretal amount but in to no avail, leading to filing of Execution Application No. 18 of 2021. The record also shows that in Execution Application No. 18 of 2021, it was Mr Chipeta who was representing the Applicant. Under paragraph 8 of the affidavit, the deponent states that, after the available means of recovering the decretal amount proved futile, the Applicant resorted to arrest and detain the Applicant in realizing the decree of the Court.

From the above, it cannot be said that the deponent was not aware of the facts therein. It is crystal clear that, Mr Chipeta, as the advocate who represented the Applicant herein at the trial of Civil Case No. 8 of 2010 and Execution Application No. 18 of 2021, had personal knowledge of the matters deponed in the impugned paragraphs. Being the advocate for the Applicant in the previous proceedings on the same subject matter, the deponent was not obliged to disclose any other source of information, which he himself possessed. That was also pleaded under paragraph 1 of the affidavit. That said, the first limb of the preliminary objection is hereby overruled.

The second limb of the preliminary objection need not detain me at all. As correctly pointed out by Mr Chipeta, the objection does not qualify as a pure point of law because Mr Shirima did not cite the provision of law infringed. For an objection to qualify as a preliminary objection it must be on a pure point of law, meeting the parameters stated in the famous case of **Mukisa Biscuits Manufacturing Company Ltd vs Westend Distributors Ltd, [1969] EA 696.** The provision governing application for execution as the one at hand is Order XXI Rule 10. The mode of application and what is contained in the application is provided under subrule 2, which provides:

"(2) Save as otherwise provided by sub-rule (1) or subrule (1A), every application for the execution of a decree shall be in writing, signed and verified by the applicant or by some other person proved to the satisfaction of the court to be acquainted with the facts of the case, and shall contain in a tabular form the following particulars, namely:

(a) the number of the suit;

(b) the names of the parties;

(c) the date of the decree;

(d) whether any appeal has been preferred from the decree;

(e) whether any, and (if any) what, payment or other adjustment of the matter in controversy has been made between the parties subsequently to the decree;

(f) whether any, and (if any) what, previous applications have been made for the execution of the decree, the dates of such applications and their results;

(g) the amount with interest (if any) due upon the decree or other relief granted thereby, together with particulars of any cross-decree, whether passed before or after the date of the decree sought to be executed;

(h) the amount of the costs (if any) awarded;

(i) the name of the person against whom execution of the decree is sought; and

(j) the mode in which the assistance of the court is required, whether-

(i) by the delivery of any property specifically decreed;

(ii) by the attachment and sale, or by the sale without attachment, of any property;

(iii) by the arrest and detention in prison of any person;

(iv) by the appointment of a receiver; or

(v) otherwise, as the nature of the relief granted may require."

From the foregoing, copies of decree or judgment subject of execution have not been mentioned as essential requirements to be attached in the application. However, under subrule 3, the executing Court may require production of the certified copy of the decree. Subrule 3 provides:

"(3) The court to which an application is made under sub-rule (2) may require the applicant to produce a certified copy of the decree."

There is no indication that this Court required production of the certified decree as per Order XXI Rule 10(3). Thus, Mr Shirima's contention that failure to attach copies of the decree and judgment of Civil Case No. 8 of 2010 in this Application renders this application incompetent, finds no legal justification. The second limb of the preliminary objection as well, is found devoid of merits. The same is overruled.

Consequently, the preliminary objections raised by the Respondent are short of merit. I overrule them and proceed to determine the Application on its merit.

Submitting in support of the Application, Mr Chipeta stated that the Applicant, in her efforts to realise the decretal sum, filed Execution Application No. 18 of 2021. That, surprisingly, the Respondent paid only TZS 10,000,000/=, equivalent to USD 4343.92. The Respondent subsequently disposed of all his properties in order to frustrate the execution process. Learned counsel averred the Applicant preferred this Application under sections 42(c), 44(1), 46(1)(a) and (b) and Order XXI Rule 28 and 35 of the CPC, which provides for arrest and detention of a judgment debtor as an alternative means of executing a court decree.

According to Mr Chipeta, the conditions and limitations to be considered before committing a judgment debtor as a civil prisoner were reaffirmed in the case of **Grand Alliance Limited vs Mr Wilfred Lucas Tarimo & 4 Others, Civil Application No. 187/16 of 2019** (unreported). In his view, those conditions were met by the Applicant herein. That, the Applicant filed this Application seeking to arrest and detain the Respondent as a civil prisoner, show cause was issued and proved by the counter affidavit of the Respondent. Regarding the third condition, that the Respondent failed to adhere to paragraphs (b) and (d) of 39(2) of the CPC. It was the learned counsel's further submission that in Execution No. 18 of 2021 before the Deputy Registrar, the Respondent admitted to have

sold his properties subject of attachment, which manifests bad faith aiming at obstructing or delaying the decree of the Court. Similarly, the fact that the Respondent has paid only USD 4286.51 (equivalent to TZS 10,000,000), nine years after the decree was issued, sufficiently unveils dishonest and unwillingness of the Respondent to satisfy the decretal amount.

Mr. Chipeta faulted the Respondent's averment in the counter affidavit that he is able to repay TZS 100,000/= per month, connecting it with bad faith and delaying tactic of the Respondent because it will take the Applicant 574 years to realize the full amount. He insisted that the conduct of the Respondent clearly reveals bad faith, referring this Court's decision in **Fusun Investment Company Limited vs Farb Associates Limited and Tribunal Brokers & Another, Misc. Civil Application No. 271 of 2020** (unreported) to bolster his assertion. As to what amounts to bad faith, Mr Chipeta referred this Court to an Indian case of **Jolly George Veghese & Another vs the Bank of Tanzania of Cochin AIR 1980 SC 470** as quoted in **Grand Alliance Ltd** (supra).

Mr Chipeta also submitted that the Respondent's admission that he had sold all his properties and the fact that he declined to satisfy the decree of the Court for nine years, exhibit bad faith on his part. Regarding the

ground of poverty pleaded by the Respondent, the learned counsel for the Applicant submitted that, in order for that ground to stand, the Respondent ought to have been declared bankrupt in accordance with the Bankruptcy Act, Cap. 25 [R.E 2002] as provided under section 44(2) of the CPC. In support of his argument, Mr Chipeta referred this Court to the decisions in **Gosbert Stanslaus Mutagaywa vs Hamisi Shabani Kamba & Another, Commercial Case No. 46 of 2017** and **Eurafrican Bank (Tanzania) Ltd vs Tina and Company & 2 Others, Commercial Case No. 80 of 2006** (both unreported). He urged the Court to allow the Application by ordering arrest and detention of the Respondent as a civil prisoner.

Contesting the Application, Mr Shirima contended that the Respondent paid the decreed amount to the tune of TZS 35,000,000/= which is equivalent to USD 15,217.40, intimating that the Respondent is willing to continue repaying to satisfy the decree of the Court. The reasons for failure to pay the decretal sum, according to Mr Shirima, is due to business depression that was brought about by the outbreak of Covid 19 pandemic. He added that the Applicant's decretal amount will not be regained by arresting and detaining the Respondent as a civil prisoner.

According to Mr Shirima, the argument that the Respondent sold all his properties is unsubstantiated because his properties are still there. He accounted that resorting to arrest the Respondent as a civil prisoner is not appropriate because the Applicant has not exhausted all available means of recovering the decretal amount. He amplified that the current economic capability of the Respondent is weak as he depends on casual labours, hence he is not in a position to fulfil the decree at once as he is also depended on by his family. He urged the Court to disregard the Application since the Respondent is willing to settle the decretal sum given time.

In the Applicant's rejoinder submission, Mr Chipeta faulted the Applicant's submission stating that it only contains statements from the bar without any supporting authority or provision of the law. He made reference to the case of **The Registered Trustees of the Archdiocese of Dar es Salaam vs The Chairman Bunju Village Government and 4 Others, Civil Appeal No. 147 of 2006** (unreported) to cement his point. Mr Chipeta added that since the Respondent admitted to have properties but concealed them, it clearly depicts fraud on his part. On the argument that the Respondent's business was seriously affected by the outbreak of Covid 19, Mr Chipeta insisted that the argument is without any proof.

I have carefully considered the rival position of the parties as contained in the affidavits for and against the Application, as well as the submissions by both counsel for the parties. I have also revisited the record in respect of Civil Case No. 8 of 2010 as well as Misc. Civil Application No. 18 of 2021. The issue for determination is whether the Applicant has satisfied the conditions warranting arrest and detention of the Respondent as a civil prisoner.

It is apt to note that execution of a court decree can be through various means, including arrest and detention of a judgment debtor as a civil prisoner. The power to commit a judgment debtor as a civil prisoner is provided for under sections 42 to 47 and Rules 28, 35 to 39 of Order XXI of the CPC. Section 42 of the CPC enumerates different modes of execution that the decree holder can prefer in executing the decree.

However, as portrayed by Mr Chipeta there are conditions and limitations which unless satisfied, the judgment debtor cannot be arrested and detained as a civil prisoner. Those conditions were propounded in the case of **Grand Alliance Limited vs Mr. Wilfred Lucas Tarimo & 4 Others**, (supra). Mr Chipeta was certain that those conditions were adhered to in this Application.

One of those conditions is that there must be an application for execution of a decree for payment of money by arrest and detention in prison of a judgment debtor, as per sections 42-44 and Order XXI Rule 10 of the CPC. As submitted by the Applicant's counsel, that condition was met when the Applicant preferred this Application seeking to arrest and detain the Respondent as a civil prisoner. The Application was resorted into after the Applicant had filed an execution application with a view of attaching and selling Respondent's properties, but proved futile as properties subject to attachment were allegedly sold by the Respondent. In that case, therefore, the first condition was adhered to.

The second condition relates to issuance of notice to show cause to the person against whom execution is sought or issuance of warrant of arrest. In this case, the Respondent was served with the Application, requiring him to state reasons why he should not be committed as a civil prisoner after failure to satisfy the decree of this Court. The Respondent showed cause by filing a counter affidavit and submission thereof stating reasons why he should not be arrested and detained. Thus, the second condition was met.

The third condition to be met is ascertaining whether conditions stipulated under Order XXI Rule 39(2) of the CPC exist. The said provision provides:

"(2) Before making an order under sub-rule (1), the court may take into consideration any allegation of the decree-holder touching any of the following matters, namely:

(a) the decree being for a sum for which the judgment debtor was bound in any fiduciary capacity to account;

(b) the transfer, concealment or removal by the judgment debtor of any part of his property after the date of the institution of the suit in which the decree was passed, or the commission by him after that date of any other act of bad faith in relation to his property, with the object or effect of obstructing or delaying the decree holder in the execution of the decree;

(c) any undue preference given by the judgment debtor to any of his other creditors;

(d) refusal or neglect on the part of the judgment debtor to pay the amount of the decree or some part thereof when he has, or since the date of the decree has had, the means of paying it;

(e) the likelihood of the judgment debtor absconding or leaving the jurisdiction of the court with the object or effect of obstructing or delaying the decree-holder in the execution of the decree."

In paragraph 7 of his affidavit and in the submission in support of the Application, Mr Chipeta asserted that the Respondent infringed parts (b) and (d) of the above provision. He stated that since the Respondent knew of the existence of the Court decree and deliberately sold his properties

which would be attached to satisfy the decree, the Respondent exhibited bad faith with the object or effect of obstructing or delaying the decree holder in the execution of the decree.

To address the issue whether there was bad faith on the part of the Respondent in satisfying the decretal amount, Mr Chipeta invited this Court to revisit the proceedings in Execution Application No. 18 of 2021 where the Respondent admitted before the Deputy Registrar that he sold all his properties. I have revisited the order of the Deputy Registrar in Execution Application No. 18 of 2021, the proceedings of 01/11/2021 unveil the following:

> *"1/11/2021*
> *Coram: R. B. Massam*
> *Decree-Holder: Absent*
> *For the Decree-Holder: Mr. Walter Chipeta*
> *Judgment-Debtor: Present*
> *For the J/Debtor*
> *B/C: Janeth*
> *Mr. Walter Chipeta Adv*
> *I pray to withdraw this matter with leave to refile, as the J/Debtor informed this court that the listed properties for attachment is already sold.*
> ***J/Debtor: It is true that all properties are sold.***
> *Order: The matter is hereby withdrawn with leave to refile as prayed by D/holder."* (Emphasis added)

The proceedings and the subsequent order above are self-explanatory. The application was withdrawn because there was nothing to attach, since the Respondent admitted to have sold all the properties subject to be attached. From the proceedings of the said application, properties which the judgment debtor prayed to be attached in realising the decretal amount included: Un-surveyed land at Moivaro area, Arusha, identified and restrained by an order of the High Court maintaining the status quo dated 06/05/2013; 20 acres of land located at Shangarai area in Arusha and 2 acres of land located at Nduruma area.

The record speaks for itself. One of the properties the Applicant sought to attach was a piece of land under restraint by order of the Court. The Court had directed that *status quo* be maintained until further orders. In the first place, the Respondent was aware of existence of the unsatisfied Court decree, suggesting that he knew that he was not in a position to pay cash in satisfaction of the decree, hence his properties were the only ones to honour the decree. Therefore, his admission that he had sold his properties which were to be attached, is a clear manifestation of bad faith on the part of the Respondent. I therefore agree with Mr Chipeta regarding satisfaction of condition (b) of Order XXI Rule 39(2) of the CPC.

The Respondent's counsel contended that the alleged properties were not sold. I find this contention devoid of substance. It is nothing more but mere statement from the bar. If the said properties were not sold, why didn't the Respondent disclose their whereabouts and why has it taken that long to satisfy the decree against him?

Mr Chipeta stated that the Respondent had paid only TZS 10,000,000/= out of the whole decretal amount. Under paragraph 7 of the Respondent's counter affidavit, he stated to have paid part of the decretal amount to the tune of TZS 35,000,000 (equivalent to USD 15,217.40). Payment of USD 15,217.40 out of the whole decretal amount of USD 300,000, and considering the fact that the decree was to be honoured since 2013, is a clear indication that the Respondent is not willing to satisfy the decree or has no means to do so.

The Respondent's reasons for failure to pay the decretal amount include the outbreak of Covid 19, which affected the tourism industry leading to his retrenchment on 30/10/2021. Unfortunately, those arguments were not backed up by any evidence. He prayed to continue repaying TZS 100,000/= per month considering his economic hardships at the moment. As pointed out by the Applicant's counsel, poverty cannot be held to be good cause to exonerate the Respondent from paying the decretal sum

unless he is declared bankrupt by a court of law. Furthermore, Covid 19 may only have affected him from the year 2020, but the decree had been outstanding since the year 2013, about 7 years before the outbreak of Covid 19.

It is against the above observations that I am inclined to conclude, as I hereby do, that Order XXI Rule 39(2) (d) of the CPC was infringed by the Respondent, as he wilful neglected to pay the decretal sum for more than nine years from the day the decree was issued. Thus, the conditions set out in **Grand Alliance Limited** (supra), were met. In **Grand Alliance Limited** (supra), the Court had the following to say in proving bad faith on the part of the judgment debtor: *"the law requires that there must be evidence of bad faith beyond mere indifference to pay."*

As deliberated above, there is no doubt that the Respondent disposed of the properties which were subject of attachment after the decree was passed in order to obstruct realization of the decree. That clearly manifests bad faith on the part of the Respondent. Similarly, he failed to pay the decretal amount for more than nine years. His current prayer to pay TZS 100,000/= per month is a ridicule and manifest mockery on his part. If granted, it will take him 574 years to have the decree fully

satisfied! That, to me, is indicative that the Respondent is not willing to satisfy the decretal sum.

In sum, the Applicant has failed to show cause as to why he should not be committed to prison as a civil prisoner. The Application has merit. I accordingly allow it. I direct that, unless the decretal amount is paid within three (3) months from the date of this order, the Respondent, **Joseph Samwel Sanare @ Samwel Joseph Sanare,** shall be detained in prison for a period of six months in execution of the decree in Civil case No. 8 of 2010. The Applicant will be obliged to pay TZS 300,000/= (say, Three Hundred Thousand Shillings only) per month, as costs to be incurred by the Prison Authority for the upkeep of the Respondent while in prison.

Order accordingly.

Y. B. Masara

JUDGE

13th December, 2022