



# NR&Co Quarterly

## ...Legal Briefs



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### KARIBU!

## Editor's Note



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We begin this Quarter's Edition by showing you a glimpse of activities undertaken by the Firm in this Quarter including team-building in the wild as well as gift sharing.

We thereafter take you to the legislative arena. Here, we take you through the Natural Resources (Benefit Sharing) Bill, 2018. We let you see how the future generations are proposed to share in the benefits derived from current exploitation of natural resources. In the devolution sector, we analyze the County Wards (Equitable Development) Bill, 2018 that proposes a framework for the realization of equitable sharing of local resources.

In the halls of justice, we let you tap from the fountain of jurisprudence. Find out why the Contempt of Court Act, 2016 was declared unconstitutional and why you risk heftier punishments should you be convicted of contempt of court. Do you plan on purchasing a commercial property? Festive season came early for you. Visit our Case law update section and see why. While at it, be sure not to miss out on the latest decisions in Public Private Partnerships and Insolvency spheres.

On the contributor's platform, we lock your mind in between the antagonistic horns of the power of sale and the equitable doctrine of redemption. With all the might, we toss you into the sky and watch you fall over and over as would a "deciding stone" in dispute resolution. Upon landing, we engage your mind on the appropriate extent of delegation of arbitral authority to arbitral assistants.

We wrap it up with a pictorial of this year at NR & Co while sincerely hoping that this Quarter's Edition is as intellectually rewarding as is entertaining to you. You have our warmest thoughts and best wishes for a wonderful festive season and happy New Year.

Let's begin!

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THE FIRM

We have had quite an eventful 4<sup>th</sup> Quarter as we prepared to close the year. Some of our Highlights were:



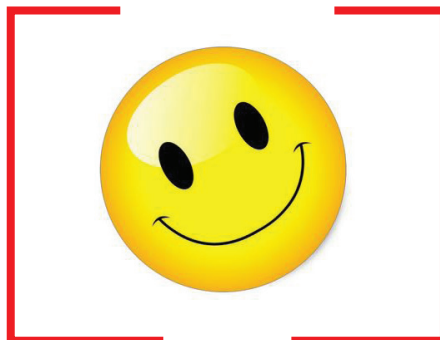
THE FIRM'S TEAM BUILDING  
-28<sup>TH</sup> SEPTEMBER 2018

Members of the Firm participated in various activities for team building at The Forest including zip lining and paint balling. There were also various other activities led by our facilitators, Blaze Consultants to harness teamwork amongst members of the Firm. It was a fun filled day indeed!



In other news, Christmas did come early at NR & Co..

In the spirit of sharing during this holiday season, we shared gifts in our annual Secret Santa Gift Exchange!!



## LEGISLATIVE UPDATES

In this Quarter, we analyze three Bills namely: the Natural Resources (Benefit Sharing) Bill, 2018; the County Wards (Equitable Development) Bill, 2018 and the County Hall of Fame Bill, 2018. We also explore the The Statistics (Census of Population) Order, 2018.

### 1. NATURAL RESOURCES (BENEFIT SHARING) BILL, 2018

This is a Senate Bill dated 23<sup>rd</sup> October, 2018 (hereinafter “the Bill”). The Bill seeks to provide a framework for benefit sharing in natural resource exploitation between all the concerned interest groups. These groups include the national government, county governments, local communities and interestingly, the future generations.

The natural resources to which the Bill is applicable are: sunlight, water resources, forests, biodiversity and genetic resources; wildlife resources; industrial resources and wind. The Bill seeks to proffer principles that guide the exploitation of natural resources.

The Bill vests its implementation in the Commission of Revenue Allocation (hereinafter, “the Commission”). To this end, the Commission will be responsible for, coordination, preparation, monitoring and implementation of benefit sharing agreements; review and determination of payable royalties.

Clause 7 of the Bill seeks to empower the Kenya Revenue Authority to collect royalties payable under the Bill and any other written law in Kenya. The said royalties are to be paid to the Natural Resources Royalties Fund.

The Bill also seeks to establish County Benefit Sharing Committees and Local Community Benefit Sharing Forums. The two bodies shall be responsible for negotiating benefit sharing agreements on behalf of their respective interest groups. Notably, every benefit sharing agreement shall be subjected to approval by the concerned county assembly prior to its execution by the county in question.

The Bill proposes a revenue sharing ratio of 20% to the sovereign wealth fund whereof 60% and 40% shall be paid to the Futures Fund and Natural Resources Fund respectively. The remaining 80% is to be shared between the national government and the concerned county government in the ratio of 60% to 40% respectively. The share received by the county government is proposed to be shared between the entire county and the local community in the ratio of 60% to 40% respectively.

### 2. THE COUNTY WARDS (EQUITABLE DEVELOPMENT) BILL, 2018

This is a Senate Bill dated 8<sup>th</sup> November, 2018 (hereinafter, “the Bill”). It seeks to enhance the decentralization of development within the counties by creating a framework for identifying projects that are beneficial to the residents of the respective wards. In this regard, the Bill seeks to promote public participation of the residents of each ward, decentralization of functions and provision of services by counties to the wards as well as equitable sharing of resources within counties.

Section 5(3) of the Bill, if passed as is, will ensure that not less than fifteen percent of the county government’s allocation for development expenditure is channeled to the ward-based projects. Further, the county governments will be bound to adhere to the advice by the Commission on Revenue Allocation on the criteria for determining the specific amount of funds for ward-development projects as identified under the Bill. If passed, it is hoped that the Bill will be instrumental in the realization of equitable sharing of local resources.

### 3. LEGAL NOTICE NO. 205, THE STATISTICS (CENSUS OF POPULATION) ORDER, 2018

The Statistics (Census of Population) Order, 2018 (the “Order”) was issued on 13<sup>th</sup> November, 2018 by the Cabinet Secretary for National Treasury and Planning in exercise of the powers

conferred on him by Section 17 of the Statistics Act, 2006.

The Order sets out that there shall be a National Population and Housing Census commencing on the midnight of 24<sup>th</sup>/25<sup>th</sup> August, 2019 (the “census reference night”), the enumeration of which shall be completed on 31<sup>st</sup> August, 2019.

The census shall be conducted by the National Census Coordinator under the guidance of the Board of Directors of the Kenya National Bureau of Statistics. Thereafter, a return shall be made in respect of: all persons in Kenya on the census reference night; all persons on transit, travelers and those residing in open and temporary shelters on the census reference night; and all persons accommodated or residing in private and public institutions on the census reference night.

### 4. THE COUNTY HALL OF FAME BILL, 2018

The County Hall of Fame Bill, 2018 is sponsored by the Leader of the Majority in the Senate, Mr. Kipchumba Murkomen. It is dated 29<sup>th</sup> November, 2018. Its purpose is to recognise and bestow honor to illustrious persons within a given county as well as to preserve the county’s history, heritage and culture and form a basis for the education of members of the public.

Under the Bill, the term “County Hall of Fame” is expressly defined as “a roll, in a county, of persons who are judged as being outstanding, exceptional or illustrious”. Clause 5 of the Bill provides that a Governor of a county may erect a hall of fame site or designate a permanent public site within the county as the county hall of fame.

The Bill provides that a person shall merit to be inducted into the county hall of fame if such person:

- (a) has exhibited or exhibits exemplary qualities, actions or achievements of

**LEGISLATIVE UPDATES**

- heroism, sacrifice, bravery, patriotism or leadership for the defence, benefit or betterment of the county or country;
- (b) has made an exemplary contribution to the county or country in the economic, social, scientific, academic, public administration, governance, sports, journalism, business, security or other fields;
  - (c) is a State officer or public officer who has made an exemplary contribution to the betterment of the county government; or
  - (d) has otherwise brought honour, glory or pride to a county.
- Consideration of applications or recommendations then falls to the county selection committee who thereafter make a recommendation to the County Governor with respect to the induction of a given individual or association/ corporation. Of note, a person may be inducted into the county hall of fame or removed therefrom posthumously.



Source: Rock & Roll Hall of Fame in Cleveland, Ohio. (Photo: Rock Hall via AP)

## CASE HIGHLIGHTS

In this quarter we highlight four cases on four different issues: Contempt of Court Act, 2016, Exemption on VAT payment, Interim Orders in Insolvency Cases and powers of the Public Private Partnerships Petition Committee to award costs.

### 1. The Contempt of Court Act, 2016 declared unconstitutional

#### Kenya Human Rights Commission vs Attorney General & Another (2018) eKLR

The gravamen of the Petition was that the Contempt of Court Act, 2016 purports to limit the discretion of the Court to punish contempt and legislating on the issue of contempt is against the principles of independence of the Judiciary. The Petitioner described the Act as a 'Parliamentary scheme to exercise control and influence over the Judiciary.'

The Petitioner sought orders to impugn the Act in its entirety but more specifically raised concerns over Sections 10, 19, 30, 34 and 35 of the Act. Section 10 of the Act provides for strict liability for contempt, depriving the Court the power to exercise discretion the consequence of which, as the petitioner argued, would be to deny the contemnor the opportunity to mitigate. They also argued that Section 19 which prohibits electronic recording of court proceedings limits the right to a fair hearing.

The Petitioner also challenged Section 30 on grounds that the Section protects public officers by requiring that they be issued with a thirty day notice before contempt proceedings are instituted against them and prescribing a fine of Kshs.200,000, which in effect creates inequality contrary to Article 27 of the Constitution. Further, Section 34 was challenged as it seeks to impose a limitation period of 6 months for the institution of contempt proceedings, which they argued is not reasonable time and would ultimately limit access to justice.

The Petitioner had also challenged the legislative process by which the Act was passed arguing that the constitutional requirement of public participation was not met.

The Court agreed with the Petitioner that the Respondent did not provide an opportunity for public participation and therefore the Act failed an important step for constitutional compliance.

The Court thus found that the impugned Act was in its entirety unconstitutional as it had not been passed through a proper legislative process and its overall import was to interfere with the independence of the Judiciary.

*For more information visit: <http://kenyalaw.org/caselaw/cases/view/162352/>*

### 2. Conveyancing transactions over commercial buildings are also exempt from VAT

#### David Mwangi Ndegwa vs Kenya Revenue Authority (Civil Suit No.541 of 2015)(unreported)

This was a case concerning the payment of Value Added Tax (hereinafter VAT) with respect to the purchase and sale of property. The Plaintiff was seeking a declaration that VAT is not payable on a transaction for the sale or purchase of land, regardless of whether or not the buildings standing thereon are residential or commercial buildings. The Plaintiff also sought a refund of the Kshs. 11,200,008.00 paid as VAT to the Respondent after he purchased a parcel of land together with the buildings that stood thereon, under section 8 of Part II of VAT Act 2013 inter alia.

The key question for determination by the Court therefore, was whether or not VAT is payable on a transaction for sale of land on which stands a commercial building?

While referring to the definition of land under Article 260 of the Constitution the Court observed that the definition therein includes all land both with commercial and residential premises and therefore the wording of paragraph 8 is ambiguous.

Consequently, the Court found that the Plaintiff had purchased land, which includes, according to the Constitutional definition, what was on the surface of the earth, the subsurface rock and the air space and therefore was not liable to pay VAT. The Court ordered the Defendant to refund the Plaintiff.

The import of the Court's decision is that VAT is not chargeable on Conveyancing transactions over commercial buildings.

### 3. The Public Private Partnerships Petition Committee has power to award costs in matters before it.

#### Kenya National Highways Authority vs PPP Petition Committee & 2 others [2018] eKLR

The Petitioner challenged Regulation 60(1)(e) of the Public Private Partnerships Regulations 2014, made by the Cabinet Secretary of the Treasury of Kenya pursuant to Section 67(6) of the Public Partnership Act, conferring the Public Private Partnerships Petition Committee (hereinafter "the Committee") with the powers and jurisdiction to award costs incidental to petitions and complaints filed before the Committee. The challenge was on the basis that the same was ultra vires as such powers could only be granted by legislation enacted by Parliament.

The Court found that the Regulation (60)(1)(e) is not in conflict with the Act as there is no provision in the Act prohibiting the Committee from awarding costs. In any case, the Regulation compliments the Act by clarifying the Committee's mandate to award costs. In addition, the Court observed that the question of costs is a legal question

well within the Committee's mandate and it would be inconceivable to have a specialized tribunal such as the Committee, consider complaints and petitions before it and have no power to consider and award costs arising from those proceedings.

For more information visit:

<http://kenyalaw.org/caselaw/cases/view/162775/>

**4. Debtor's Application for an Interim Order under the Insolvency Act may be challenged and the challenge may be upheld if certain conditions are met.**

**Rajendra Ratilal Sanghani v Schoon Ahmed Noorani [2018] eKLR**

The Court in this case was faced with the question of whether an application by a debtor for Interim Orders under Section 304 of the Insolvency Act can be challenged and secondly what conditions should be met for a Court to uphold the challenge?

Upon observing that there are not as of yet procedural Rules under the Act to prescribe the procedures to be followed with respect to Applications for an Interim Order, the Court held that by its very nature and seeing as the rationale of the Order is to allow the Debtor to negotiate with the Creditors, the Application would typically be heard *ex parte*. Further, the Court observed that the Creditors are likely to suffer hardships upon the issuance of such orders and there is also the possibility that a Debtor might abuse the process in bad faith.

Consequently, there are circumstances in which the participation of a Creditor in the Application's proceedings is justified.

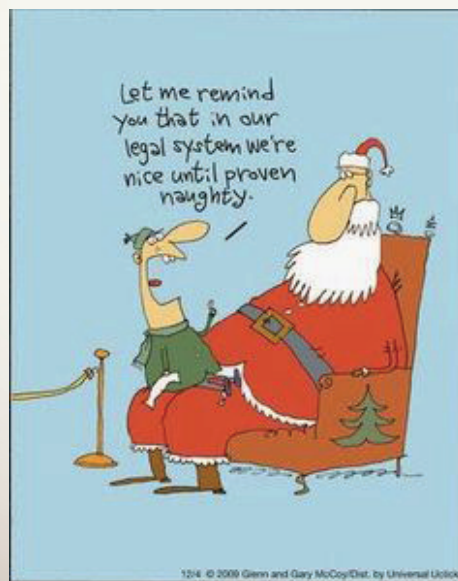
It is upon this premise that the Court observed that an Application for Interim Orders can be successfully challenged if the Applicant demonstrates that it is an abuse of the Court or it is hopeless and unlikely to succeed.

The Court also emphasized on the need to bear in mind the overarching objective of the particular provisions of the Act on the issue, which is to facilitate the consideration and implementation of the debtor's proposal.

For more information visit:

<http://kenyalaw.org/caselaw/cases/view/161951/>

INTERLUDE.....



Source: Google stock images



**CONTRIBUTORS' PLATFORM**

# The Power of Sale and the Equity of Redemption



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The power of sale is the legal right of a lender, to sell the borrower's property that is charged to it as security for a debt that is due and owing from the borrower to the lender.

The equity of redemption on the other hand is the legal right of a borrower to redeem his or her property which is charged to a bank once the debt secured by the charge on the property has been settled. This legal right protects a borrower from losing its property to the Bank for any other reason other than non-payment of the debt owed to the lender.

Both the power of sale and the equity of redemption are protected by Kenyan Courts. Their ambit has been extensively illustrated and demonstrated. The two ensure that both the borrower and the lender are protected from each other such that neither acts in a manner prejudicial to the other.

The two rights are built on the bedrock of the specific agreements that borrowers and creditors get into as well as on the legal instruments by which the lender obtains an interest in the property of the borrower that secures the debt. The significance of the underlying agreements cannot be over emphasized: Courts of law have held them to be significantly sacrosanct under the doctrine of freedom of contract.

The doctrine of freedom of contract guarantees the freedom of a party to choose with whom to contract on whatever terms it considers advantageous to its interest or to choose not to contract at all. Under the doctrine, the Court will not step in to save a party from a bad bargain; instead it will enforce the respective agreement between the parties. The court also will not step in to rewrite the contract entered into by the borrower and the lender: Instead they are bound by the terms of their contract (agreement) unless the same is found to be invalid for whatever reason.

Regarding the legal instruments, Kenyan Courts have upheld their special and specific standing in law. A charge instrument is not merely a contract of lending between a lender and a borrower. It is also governed by elaborate statutory provisions. These statutory provisions grant the power of sale and regulate its exercise by a borrower.

The power of sale cannot be exercised otherwise than in line with the law as that would amount to a clog of the borrower's equity of redemption. In fact, any act by the lender that hinders the borrower's

ability to repay the loan in accordance with the terms of the lending agreement may be deemed to clog the borrower's equity of redemption.

Earlier this year, the Court of Appeal in the case of Habib Bank A.G. Zurich v Rajnikant Khetshi Shah [2018] eKLR criticized the indolence of a Lender in failing to exercise its right to recover outstanding amounts upon default of the borrower. It proceeded to limit the amount of interest that the lender could recover under the subject charge instrument. In doing so, the Court noted that although the charge is a continuing security, it would be contrary to public policy for Courts to allow lenders to sleep on their rights while the debt snowballs into an impossible sum that clogs the borrowers' ability to repay.

Notwithstanding the protection of the borrower's equity of redemption, Kenyan courts have deemed disputes as to the quantum of the outstanding debt to be insufficient to forestall the lender's power of sale. For as long the debt is due and owing and for as long as the lender follows the procedure set out in law, the lender may sell the borrower's property that it holds as security for the debt. By this position, the courts protect the intention of the parties so that every party adheres to its contractual duty to the other.

Considering the foregoing, it is clear that the laws of Kenya protect the borrowers as well the lenders. The two are compelled to abide by the terms of the contracts that they enter into voluntarily. This upholds the sanctity of commercial contracts and thereby promotes local trade. The lender's power of sale and the borrower's equity of redemption are thus the two legal pillars that support lending agreements in Kenya.





## The Deciding Stone and other Pebbles



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The Deciding Stone, Pebbles and Cobbles  
*“Two men glare at each other. Long-haired and bearded, their fur garments oily from use, they hold gnarled clubs loosely at their sides. Emotions have been building since the rainy season started and the river over-flowed. Who will be forced to brave the swollen river to hunt, and who will hunt near their village? Today it will be decided. With war cries, the disputants raise their clubs and begin to circle. Suddenly an old man appears, shouting: ‘Behold, the Deciding Stone!’ The two men stop in the midstride. The old man says, ‘Ush, the smooth side is yours; Ore, the rough side is yours.’ The pair hesitates looking angrily at each other, and the old man and finally they nod in agreement. With all his might, the old man throws the stone into the air. Their heads turn to the sky as they watch the stone turn over and over.”* (Barrett Joseph and Barrett, Jerome T, 2002).

Dispute resolution has evolved over the years as a function of human evolution. It has transformed from the primitive use of violence to the tossing of a deciding stone and now, complex mechanisms such as arbitration. Arbitration generally refers to a private dispute resolution mechanism by which disputing parties appoint an arbiter to whom they submit their dispute for consideration and determination.

Owing to the complexity, length and busy schedules of persons appointed as arbitrators, the use of arbitral assistants has been slowly but steadily gaining traction in the industry. Such arbitral assistants invariably summarize the parties’ arguments and evidence and in most cases, draft the award. The tribunal would then have a read (possibly perfunctory) and either approve the draft award as is or with comments or disapprove it all together. Can it be said of such a tribunal that it duly exercised its adjudicative mind? Sadly, regulatory response to this practice has been, at best, lethargic. As such, circumstances under which and the extent to which an arbitral tribunal may logically and legitimately ‘delegate’ its mandate to arbitral assistants beg for definitive expression in the rules of Arbitration.

The view in favour of minimalist use of arbitral assistants is premised on argument that the tribunal’s mandate is *intuitu personae*. Hence, it cannot be unilaterally delegated. This view derives credence from the personal nature of a party’s choice of arbitrator and arbitrator’s mandate. Therefore, in accepting appointment, an arbitrator essentially accepts the duty not to delegate that mandate. It is little wonder why most arbitral rules demand that every arbitrator appointed must participate in the decision.

The proponents of this view also assert that the unsanctioned use of arbitral assistants potentially offends the principle of party autonomy. It may amount to contravention of the intention of the parties. In this regard, the fact that the parties only agreed, directly or indirectly, on the tribunal and not on the arbitral assistant reveals that they did not intend for the arbitral assistant to be the deciding stone. In addition, the parties likely would not have intended for

the tribunal, properly so appointed, to delegate its adjudicative role.

More so, admission of an arbitral assistant without prior consent of the parties constitutes a breach of the principle of confidentiality. This principle finds expression in most arbitral rules which provide for the secrecy of the arbitral process including the tribunal’s deliberations unless the parties agree otherwise. Granting, to a third party, access to the tribunal’s deliberations and the information relevant to the parties’ respective cases flies in the face of the jealously guarded principle of confidentiality.

On the contrary, the view in support of the use of arbitral assistants is predicated on the assertion that the arbitrators derive their mandate from a trilateral contractual agreement. Accordingly, a tribunal fulfills its mandate once it produces a final decision on the disputes. The issue as to who drafted the award is therefore immaterial as long as the award reflects the true contents of the tribunal’s deliberation. This view seemed to have informed the decision in the case of *Yukos Universal Limited (Isle of Man v. The Russian Federation)*, UNCITRAL, PCA Case No. AA 227. Although the arbitral award was annulled by a Dutch national court, it was not on the ground of delegation of arbitral authority notwithstanding the fact that the tribunal’s assistant spent approximately 70% more time than any arbitrators on the case. It would therefore seem that the amount of time spent by, and the fees attributable to an arbitral assistant vis-à-vis the tribunal’s on account of preparation and drafting of an award is immaterial. If this case is anything to go by, time and fees are not matrices for determining the extent of delegation of arbitral authority.

## CONTRIBUTORS' PLATFORM

Nonetheless, it is inconceivable how this view would hold in cases such as where the arbitral assistant is involved in roles beyond purely administrative tasks. An arbitral assistant who researches questions of law, discrete questions relating to factual evidence and witness testimony, drafts procedural orders and similar documents, reviews the parties' submissions and evidence and drafts chronologies and memoranda summarizing the parties' submissions and evidence, attends the tribunal's deliberations and drafts appropriate parts of the award if not the entire award clearly has the potent of exerting a dominant influence on the adjudicative mind of the tribunal.

As a consequence, such a tribunal cannot deny direct and substantial effect on its adjudicative mind by the arbitral assistant.

It is therefore important to ensure that the arbitral assistant does not perform any function that has direct and substantial bearing on the decision-making function of the arbitral tribunal. The role of arbitral assistants ought to be limited to purely administrative task and even still under direct supervision of the appointed arbitrator. Where a tribunal intends to use an assistant, the same ought to be made known and consented to by the parties in advance. Indeed in *Compañía de Aguas del Aconquija SA & Vivendi Universal SA v Argentine Republic, ICSID Case No ARB/97/3*, the expanded role of the an arbitral assistant was criticized and its scope limited to administration and support. To that effect, Professor Jan Hendrik Dalhuisen emphasized that, 'the secretary is not the fourth member of the tribunal.'

In conclusion, where the parties have agreed on a deciding stone and the same has been tossed in the air, by all means let it turn over and over as it falls. When it finally lands on the ground, as it surely would, may it not crash into pebbles. But if it does, it is only fair and reasonable that it paves way for the tossing of a more befitting stone. For having settled on the deciding stone the disputants could not have intended for their dispute to be resolved by pebbles.



2018 IN PICTURES

# Lawyers attend training on matters technology...



## Surprise!



2018 IN PICTURES

# Team Building



# Prelude to Standard Chartered Marathon (2018).....



2018 IN PICTURES

So much joy in giving and receiving!



HAPPY HOLIDAYS AND A PROSPEROUS NEW YEAR FROM US TO YOU!!  
REMEMBER TO SHARE THE JOY OF THE SEASON....



He who has not Christmas in his heart will never find it under a tree.”  
Roy L. Smith

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