



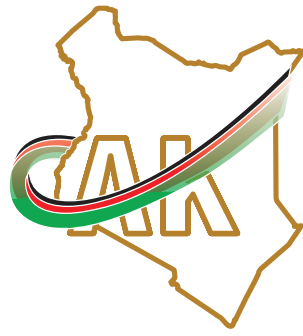
**COMPETITION  
AUTHORITY  
OF KENYA**

Creating efficient markets for consumers

**FY  
2022/23**

# » ANNUAL REPORT & FINANCIAL STATEMENTS





**COMPETITION  
AUTHORITY  
OF KENYA**

*Creating efficient markets for consumers*

# ANNUAL REPORT AND FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED  
30<sup>TH</sup> JUNE, 2023



*Prepared in accordance with the Accrual Basis of Accounting Method  
under the International Public Sector Accounting Standards (IPSAS)*





# Table of Contents

Corporate Information .....	iv
Acronyms.....	v
Preamble .....	1
Mandate .....	2
Quality Management System.....	4
Quality Policy.....	4
Quality Objectives.....	4
Enterprise Risk Management.....	5
Business Continuity Management .....	5
Internal Audit and Assurance.....	7
Board of Directors FY 2022/2023 .....	9
Management Team.....	16
Environmental and Sustainability Reporting .....	23
Chairman’s Statement .....	27
Director-General’s Statement .....	29
Corporate Governance and Activities of the Board .....	33
Authority’s Performance Against Pre-Set Strategic Goals.....	39
Strategic Goal 1: Delivering Effective Enforcement .....	39
Strategic Goal 2: Research and Advocacy .....	61
Strategic Goal 3: Visibility And Organizational Sustainability.....	70
Report of The Directors .....	82
Statement of Directors’ Responsibilities.....	83
Report of The Auditor General for the Competition Authority of Kenya.....	84
Statement of Financial Performance for the Year Ended 30 <sup>th</sup> June 2023.....	90
Statement of Financial Position as at 30 <sup>th</sup> June 2023.....	91
Statement of Changes in Net Assets for the Year Ended 30 <sup>th</sup> June 2023.....	92
Statement of Cashflows for the Year Ended 30 <sup>th</sup> June 2023 .....	93
Statement of Comparison of Budget and Actual Amounts for the Year Ended 30 <sup>th</sup> June 2023..	94
Notes to the Financial Statements .....	97
Appendix 1: Progress on Follow Up of Auditor Recommendation.....	129
Appendix II: Inter-Entity Transfers .....	130
FY 2022/23 Annual Report Annexures.....	131



**LIST OF FIGURES**

Figure 1: Merger Notified in FY 2021/2022 and 2022/2023 ..... 40

Figure 2: RTPs Investigated by Sector ..... 45

Figure 3: RTP Cases Investigated in FY 2022/23 and FY 2021/22 by Sector..... 45

Figure 4: ABP Cases Investigated by Sector..... 48

Figure 5: ABP Enforcement Findings FY 2022/23 ..... 50

Figure 6: Consumer Violation cases handled in FY 2021/2022 and FY 2022/2023 ..... 55

Figure 7: Contracts Awarded to AGPO and Local Content by Quarter..... 72

Figure 8: Staff Gender Representation..... 73

Figure 9: Staff Category by Age..... 73

Figure 10: Staff Representation by County ..... 74

**LIST OF TABLES**

Table 1: CAK in Figures..... 6

Table 2: Board Members’ Educational Background ..... 35

Table 3: Board Members Meeting Attendance FY 2022/23..... 35

Table 4: Technical and Strategy Committee Meeting Attendance..... 36

Table 5: Finance Committee Meeting Attendance ..... 36

Table 6: Human Resource Committee Meeting Attendance ..... 37

Table 7: Audit Committee Meeting Attendance..... 38

Table 8: Merger Transactions Handled in FY 2021/2022 and 2022/2023 .....40

Table 9: ABP Cases Investigated by Sector..... 48

Table 10: ABP Cases by Conduct..... 49

Table 11: ABP Enforcement Findings FY 2022/2023 ..... 50

Table 12: Consumer Violation Cases Handled in the FY 2022/2023 ..... 54

Table 13: Stakeholders Engagement during the FY 2022/2023 ..... 64

Table 14: Advisory Opinions Rendered During the FY 2022/2023 ..... 68

Table 15: Contracts Awarded to AGPO ..... 71

Table 16: Contracts Awarded to Local Content ..... 71

Table 17: Statutory Standing Committees ..... 75

Table 18: Publications on Competition Law, FY 2022/23 ..... 77

Table 19: Summary of Performance against Predetermined Objectives for FY 2022/23.. 78



# Corporate Information



## A. Physical Address

CBK Pension Tower, 15<sup>th</sup> Floor,  
Harambee Avenue  
P.O. Box 36265 – 00200,  
NAIROBI, Kenya  
Tel: +254-20-2628233 or +254-20-2779000  
Website: [www.cak.go.ke](http://www.cak.go.ke)  
Email: [info@cak.go.ke](mailto:info@cak.go.ke)



## B. Independent Auditors

Auditor General  
Office of the Auditor General  
Anniversary Towers,  
University Way  
P.O. Box 30084, GPO 00100  
NAIROBI, Kenya



## C. Legal Advisors

	NAME OF LAW FIRM	ADDRESS
1.	<b>Office of the Attorney General &amp; Department of Justice</b>	Sheria House, Harambee Avenue, P.O. Box 40112-00100, NAIROBI
2.	<b>Rachier &amp; Amollo Advocates</b>	Mayfair Center, 5 <sup>th</sup> Floor, Ralph Bunche Road, P.O. Box 55645-00200, NAIROBI
3.	<b>Wesonga, Wamalwa &amp; Kariuki Associates Advocates</b>	4 <sup>th</sup> Floor, Embassy House, Harambee Avenue, P.O. Box 45770-00100 NAIROBI



## D. Bankers

### Kenya Commercial Bank Limited

KICC Branch,  
P.O. Box 30081 - 00100,  
NAIROBI

### ABSA Bank

Yaya Centre Branch,  
P.O. Box 30120 – 00100,  
NAIROBI

### National Bank of Kenya

Times Tower Branch,  
P.O. Box 72866 - 00200,  
NAIROBI

### Family Bank Limited

Family Bank Towers Branch,  
P.O. Box 74175 – 00200,  
NAIROBI



## Acronyms

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<b>ABP</b>	Abuse of Buyer Power
<b>AGPO</b>	Access to Government Opportunities
<b>AIDS</b>	Acquired Immuno-Deficiency Syndrome
<b>AKS</b>	Association of Kenya Suppliers
<b>BAC</b>	Budget and Appropriation Committee
<b>BCM</b>	Business Continuity Management
<b>CAK</b>	Competition Authority of Kenya
<b>CBK</b>	Central Bank of Kenya
<b>CCC</b>	COMESA Competition Commission
<b>C&amp;CPL</b>	Competition & Consumer Protection Literacy
<b>CGA</b>	Cereal Growers Association
<b>CIRC</b>	CUTS Institute for Regulation and Competition
<b>CMS</b>	Case Management System
<b>CMA</b>	Capital Markets Authority
<b>COMESA</b>	Common Market for Eastern and Southern Africa
<b>CPC</b>	Corruption Prevention Committee
<b>CPD</b>	Continuous Professional Development
<b>CoG</b>	Council of Governors
<b>CSR</b>	Corporate Social Responsibility
<b>DR</b>	Digital Repository
<b>EAC</b>	East Africa Community
<b>EACCA</b>	East Africa Community Competition Authority
<b>EACC</b>	Ethics and Anti-Corruption Commission
<b>EAPCC</b>	East Africa Portland Cement Company
<b>ERM</b>	Enterprise Risk Management
<b>ERP</b>	Enterprise Resource Planning
<b>ETR</b>	Electronic Tax Register
<b>EU</b>	European Union
<b>ICN</b>	International Competition Network
<b>IEA</b>	Institute of Economic Affairs

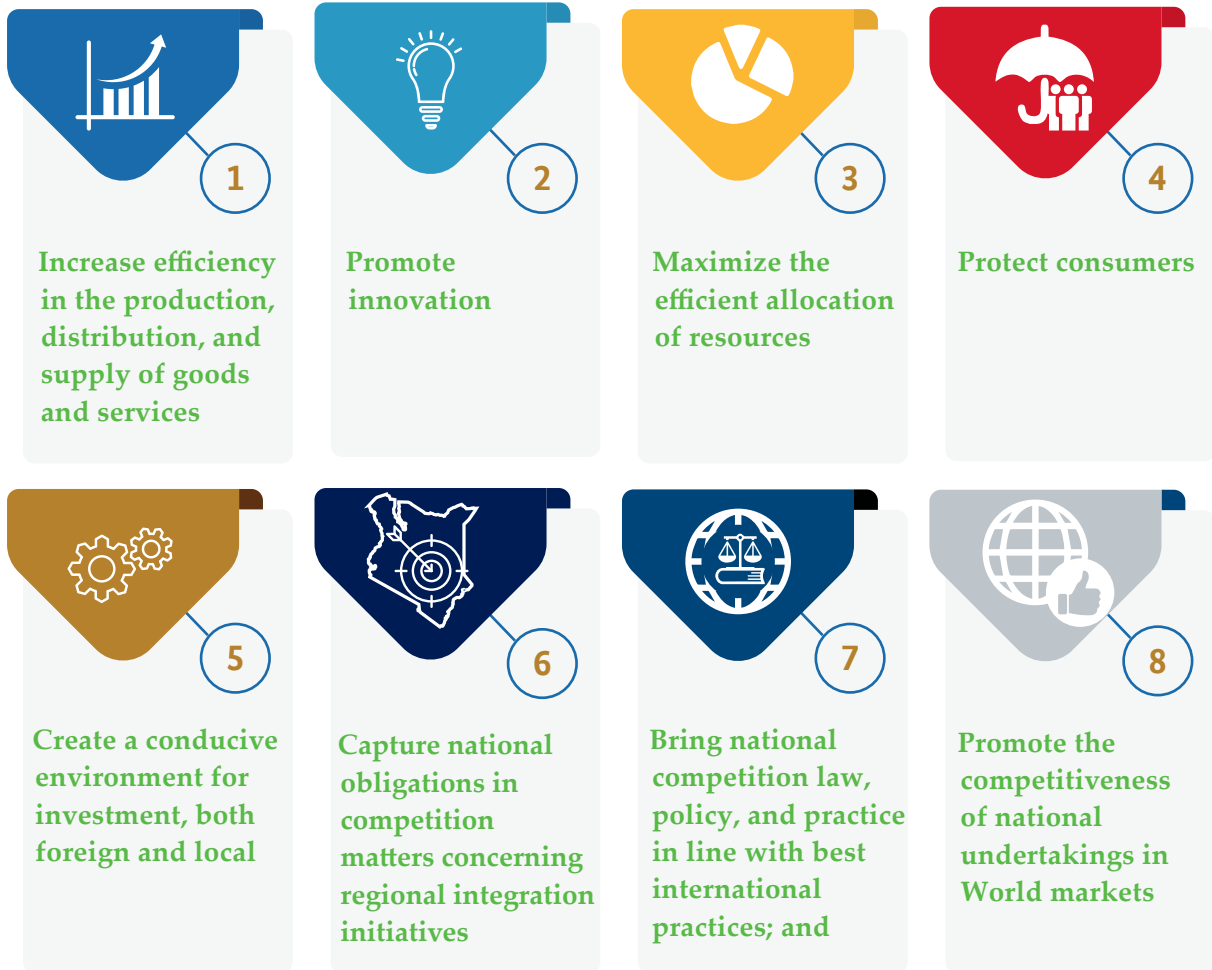
<b>IRA</b>	Insurance Regulatory Authority
<b>IRMF</b>	Institutional Risk Management Framework
<b>JICA</b>	Japan International Cooperation Agency
<b>JSS</b>	Junior Secondary School
<b>KAM</b>	Kenya Association of Manufacturers
<b>KFTC</b>	Korea Fair Trade Commission
<b>KICA</b>	Kenya Information and Communication Regulations
<b>KICD</b>	Kenya Institute of Curriculum Development
<b>KNBS</b>	Kenya National Bureau of Statistics
<b>KRA</b>	Kenya Revenue Authority
<b>LC</b>	Local Content
<b>LTWP</b>	Lake Turkana Wind Power Limited
<b>MAAK</b>	Motor Assessors Association of Kenya
<b>MSMEs</b>	Micro, Small and Medium Enterprises
<b>NARTD</b>	Non-Alcoholic Ready to Drink
<b>NCA</b>	National Competition Agencies
<b>NCPWD</b>	National Council for Persons with Disability
<b>NEMA</b>	National Environmental Management Authority
<b>NTSA</b>	National Transport Safety Authority
<b>PC</b>	Performance Contract
<b>PFM</b>	Public Finance Management Act
<b>PPIP</b>	Public Procurement Information Portal
<b>PPRA</b>	Public Procurement Regulatory Authority
<b>PWD</b>	People with Disability
<b>QMS</b>	Quality Management System
<b>RTP</b>	Restrictive Trade Practices
<b>RETRAK</b>	Retailers Trade Association of Kenya
<b>SCAC</b>	State Corporations Advisory Committee
<b>SID</b>	Society for International Development
<b>SSS</b>	Senior Secondary School
<b>UNCTAD</b>	United Nations Conference Trade and Development
<b>UNICEF</b>	United Nations Children’s Emergency Fund
<b>YPP</b>	Young Professionals Program





## Preamble

The Competition Authority of Kenya (**‘the Authority’**) is a State Corporation established by section 7 of the Competition Act No. 12 of 2010 (**‘the Act’**). Its mandate is to enhance the welfare of the people of Kenya by promoting and protecting effective competition in markets and preventing unfair and misleading market conduct throughout Kenya, to:



The Authority has a statutory obligation under Section 83 of the Act to prepare an Annual Report for submission to the National Assembly by the Cabinet Secretary, The National Treasury and Economic Planning. The Annual Report captures the overall performance of the Authority, based on its key interventions and performance indicators.

This Report provides the nature and scope of the Authority’s activities; its plans and priorities including the number and nature of complaints and applications determined and/or under consideration; number and nature of investigations completed and continuing; and significant studies and market inquiries completed during the Financial Year 2022/23. It also includes the Authority’s Financial Statements for the same period.



## Vision

A Kenyan economy with globally efficient markets and enhanced consumer welfare for shared prosperity.

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## Mission

To enhance competition and consumer welfare in the Kenyan economy by regulating market structure and conduct to ensure efficient markets for sustainable growth and development.

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## Motto

Creating efficient markets for consumers.

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## Core Values

The guiding principles in the operations of the Authority are:

- i. **Customer focus** – we commit to attaining the highest standards in service delivery to all stakeholders in line with ISO 9001:2015;
  - ii. **Integrity** – we commit to act in an honest, transparent, and responsible manner while implementing our programmes;
  - iii. **Professionalism** – we are guided by professional ethics aimed at building an appropriate corporate culture and creating the right corporate image;
  - iv. **Impartiality** – we uphold the highest levels of equity by treating all stakeholders without any discrimination whatsoever;
  - v. **Teamwork** – we adopt a participatory approach and work together at all levels in the conduct of business; and
  - vi. **Innovation and Creativity** – we are a learning organization that embraces change and continuously enhances creativity and innovation in our business processes.
- 



## Mandate

The Authority's mandate is to promote and safeguard competition in the national economy and to protect consumers from unfair and misleading market conduct. The Authority, as specified in the Act, has the objective of enhancing the welfare of the people of Kenya. The Act's approach is competition neutrality, meaning it applies to all persons including the national and devolved Governments' actions, and State Corporations in so far as they engage in trade.

The Authority achieves its mandate through the following specific functions: -

- a. Promoting and enforcing compliance with the Act;
- b. Receiving and investigating complaints from legal or natural persons and Consumer entities;
- c. Promoting public knowledge, awareness, and understanding of the obligations, rights and remedies under the Act and the duties, functions, and activities of the Authority;
- d. Promoting the creation of consumer bodies and the establishment of good and proper standards and rules to be followed by such bodies in protecting competition and consumer welfare;
- e. Recognizing consumer bodies duly registered under the appropriate national laws as the proper bodies, in their areas of operation, to represent consumers before the Authority;
- f. Making available to consumers information and guidelines relating to the obligations of persons under the Act and the rights and remedies available to consumers;
- g. Carrying out inquiries, studies and research into matters relating to competition and the protection of the interests of consumers;
- h. Studying Government policies, procedures and programmes, legislation, and proposals for legislation to assess their effects on competition and consumer welfare and publicizing the results of such studies;
- i. Investigating impediments to competition, including entry into and exit from markets, in the economy as a whole or in particular sectors and publicize the results of such investigations;
- j. Investigating policies, procedures, and programmes of regulatory authorities to assess their effects on competition and consumer welfare and publicize the results of such studies;
- k. Participating in deliberations and proceedings of government, government commissions, regulatory authorities, and other bodies about competition and consumer welfare;
- l. Making representations to Government, Government commissions, regulatory authorities, and other bodies on matters relating to competition and consumer welfare;
- m. Liaising with regulatory bodies and other public bodies in all matters relating to competition and consumer welfare; and
- n. Advising the Government on matters relating to competition and consumer welfare.



# Quality Management System

During the year under review, the Authority maintained its certification to the ISO 9001:2015 International Standard and in so doing sustained its Quality Management System (QMS). The QMS provides the Authority the capacity to increase operational efficiency, including handling customer complaints and leveraging feedback from customers to enhance service delivery.

Further, the implementation of the QMS together with automation of key processes has led to improved and efficient utilization of resources while at the same time focusing on continual improvement of all the Authority's processes. The QMS standard emphasizes on top leadership commitment and engagement of members of the organization at all levels.

## Quality Policy

The Authority is committed to enhancing the welfare of the people of Kenya by promoting and protecting effective competition in markets and preventing unfair and misleading market conduct. Towards this end, the Authority commits to comply with all applicable statutory requirements and continual improvement of its QMS based on ISO 9001:2015 International Standard.

The Authority's top Management commits to review this policy and establish quality objectives biennially to ensure sustained improvement and suitability. The policy shall be communicated, understood, and applied throughout the organization and shall be available to relevant interested parties, as appropriate.

## Quality Objectives

1. Provision of quality and effective regulation of both market conduct and structure, buyer power, and protection of consumers from unfair and misleading market conduct;
2. Enhanced use of research and data to make informed and optimal decisions to support the delivery of the Authority's mandate
3. Ensure optimal utilization of the Authority's resources in the attainment of its mandate;
4. Enhance customer satisfaction that exceeds their expectations by providing quality services;
5. Ensure the Authority's operations comply with all applicable laws and regulations; and
6. Attract, train, and retain highly qualified, skilled, and motivated staff for the realization of its mandate.



## ⑤ Enterprise Risk Management

Enterprise Risk Management (ERM) includes the methods and processes that interrogate risk management strategically from the perspective of the entire organization. ERM is a top-down strategy that aims to identify, assess, and prepare for potential losses, dangers, and hazards that may interfere with the Authority's operations to manage risks and make the most of opportunities related to the achievement of strategic objectives.

The Authority is committed to an ERM process that aligned to the principles of best practice of corporate governance and standards. The Authority's risk management culture is enhanced through risk reporting, which makes sure that relevant risk data is quickly available at all organizational levels and serves as the basis for decision-making. A comprehensive policy on risk management that facilitates identification, analysis and management of all key risks has been developed and integrated into the overall reporting structure.

The Board managed the ERM's implementation to guarantee that reliable governance frameworks are in place. Subsequently, ERM has reinforced adherence to the Authority's strategic objectives, control, and accountability. The major risks that were facing the Authority at the corporate level include; cyber security, business continuity, strategy implementation, reputational risk, and inadequate funding. The continuous monitoring of situations and implementation of mitigating measures aims to avert any adverse impacts in future.














## ⑤ Business Continuity Management

Business Continuity Management (BCM) is a continuous process of planning, preparing and addressing identified institutional vulnerabilities to minimize the effects of disruptions. It helps to mitigate against most risks, reducing the cost to the Authority while minimizing any adverse impact on our stakeholders.

The Authority continues to implement its Business Continuity Management System (BCMS). In an unlikely event of a business disruption, the Authority is able to anticipate react, manage, and seamlessly resume vital operations because of established policies and procedures.

The BCM programme consists of Business Continuity Plans, Information Technology (IT) Recovery strategies, Incident and Emergency Response procedures, Crisis Management and Communication protocols. The aforementioned components collectively provide a framework that supports the Authority's continual commitment to organizational resilience. During the Financial Year under review, there were no major incidents to trigger activation of either departmental or organizational Business Continuity plans. A continuous lifecycle for business continuity ensures that resilience protocols are being improved.

**Table 1: CAK in Figures**

Indicator	FY 2022/23	FY 2021/22	% Change
 No. of consumer cases investigated	521	401	↑ 30
 Consumer savings (KES Mill.)	19.6	6.9	↑ 184
 No. of RTPs investigated	58	55	↑ 5.5
 RTPs finalized (%)	64	60	↑ 4
 No. of exemptions	4	4	↔ -
 Mergers notified (%)	132	111	↑ 18.9
 Mergers determined (%)	97	97	↔ -
 No. of buyer power cases investigated	114	125	↓ (8.8)
 Buyer power cases finalized (%)	68	73	↓ (5)
 Sum of delayed payments recovered in ABP cases (KES Mill.)	45.4	24.4	↑ 86.1
 No. of advisories on competition and consumer protection	34	59	↓ (42.4)
 Contracts awarded to AGPO (%)	63.7	56.2	↑ 7.5
 Local content contracts (%)	52.1	69.4	↓ (17.3)



## » INTERNAL AUDIT AND ASSURANCE

The Internal Audit function provides assurance that the existing internal controls and processes are in place and optimized for effective and efficient risk mitigation.

Twelve (12) main audits, seven (7) follow-ups, four (4) spot checks on cash, three (3) spot checks on inventory stores, and two (2) reviews of the Authority's Institutional Risk Management Framework (IRMF) were undertaken during the period under review. The Audit revealed that there was a sound system of internal controls designed to ensure that the Authority's processes meet set objectives.

### 🕒 Corruption Prevention

The Authority has a zero-tolerance policy to corruption and bribery-related activities. Three (3) new staff members, five (5) Young Professionals (YP) and ten (10) interns on boarded in the Authority were sensitized on the phenomenon of corruption, obligations of State and Public Officers under the Leadership and Integrity Act, 2012 and the Bribery Act, 2016. This has helped maintain a culture of integrity, ethical conduct, and professionalism within the organization with no reported cases of corruption during the reporting period.

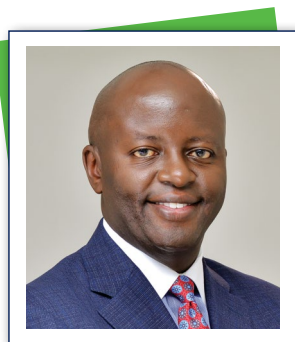
The Authority collaborated with the Ethics and Anti-Corruption Commission (EACC) to train members of the Corruption Prevention Committee (CPC) on the Bribery and Corruption Risk Assessment. In addition, the quarterly reports were prepared and submitted to EACC in line with corruption prevention indicator in the Performance Contract (PC).

## ⑤ Whistleblowing Policy

The Authority has a whistle-blowing policy that provides for reporting of suspected corruption cases. Reporting channels including anonymous web portal reporting, an ethics hotline, email and two (2) corruption-reporting boxes were maintained during the reporting period. Through these channels, anonymous reports on unethical/fraudulent behavior are made without fear of retribution. There were no corruption cases reported during the FY 2022/23.



## » BOARD OF DIRECTORS FY 2022/2023



### Mr. Shaka Kariuki

-  **Date of Birth:** 5<sup>th</sup> April 1969
-  **Designation:** Board Chair
-  **Term:** Appointed in February, 2023

Mr. Kariuki was appointed Chairperson of the Board of Directors for a period of three years, with effect from the 10<sup>th</sup> February 2023.

He serves as the Co-CEO of Kuramo Capital Management, LLC an independent investment management firm driving catalytic private institutional capital to fast-growing African businesses. In his role as the Chairman of the Investment Committee of Kuramo Capital, he leads Kuramo Capital's investment activities across Africa. Additionally, Mr. Kariuki leads Kuramo Capital's Board Governance strategy across all portfolio companies.

Further, Mr. Kariuki currently serves in leadership roles in various companies across the African continent, including in Kenya, Ethiopia, Zimbabwe, South Africa, and the Democratic Republic of Congo. He also serves on various advisory boards of companies in Europe and USA. He is the former chairperson of Deseret First Credit Union in the USA.

He has extensive experience in key leadership roles in various investment and asset classes, including in private equity, fixed incomes, domestic and emerging market, investment banking, and hospitality.

Mr. Kariuki received a Master's in Government from Harvard University and holds a BS in Economics, and MBA with an emphasis in Finance from Brigham Young University. He is a member of the CFA Institute and the Harvard Club in New York City.



### Dr. Adano Roba, PhD



**Date of Birth:** 28<sup>th</sup> May, 1968



**Designation:** Ag. Director-General and Director  
Planning, Research, Risk and Quality Assurance

**D**r. Roba was appointed the Acting Director General on 9<sup>th</sup> January 2023.

He has broad areas of interest in applied research and has over 15 years of research and policy experience. He joined the Authority in July 2018 and is responsible for developing effective strategies for economic analysis and policy, research, as well as quality management system and performance.

Before joining the Authority, he was a Senior Policy Analyst at the National Treasury's Fiscal & Economic Affairs Department, where he was involved in several taskforces that developed legislation on climate change, petroleum, minerals, energy, and their related regulations. He also served as a Senior Lecturer in environmental economics at both University of Eldoret and Moi University. Dr Roba earned his PhD from the University of Amsterdam, the Netherlands, and an MSc from the University of York, UK. He has a number of monographs, peer-reviewed articles and book chapters to his name, and in collaboration with colleagues.

## Mr. Stephen Githinji



**Date of Birth:** 29<sup>th</sup> June 1985



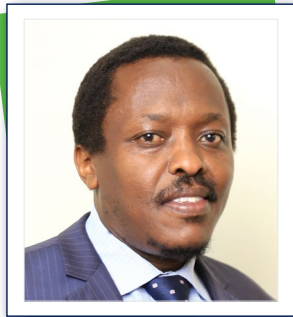
**Designation:** Alternate to the Hon. Attorney-General



**Term:** Appointed in January, 2023

Mr. Stephen Githinji is a State Counsel in the Office of the Attorney-General and Department of Justice. He has undergone various trainings on drafting and has a wide experience in legislative drafting. Over the years, Mr. Githinji has served on numerous committees and taskforces as a drafting expert.

He is an advocate of the High Court of Kenya and holds a Bachelor of Laws Degree from the Catholic University of Eastern Africa as well as a Post-graduate Diploma in Law from the Kenya School of Law.



## Mr. Albert Mwenda



**Date of Birth:** 10<sup>th</sup> May 1971



**Designation:** Alternate to the Principal Secretary,  
The National Treasury



**Term:** Appointed in December, 2019

Mr. Mwenda is the Director-General Budget, Fiscal and Economic Affairs in The National Treasury. He represents the Principal Secretary of the National Treasury as an Alternate Member in the Commission on Revenue Allocation. Mr. Mwenda has excellent knowledge of public finance and budgeting as well as fiscal decentralisation at national, regional, and international levels. Previously, he has made significant contributions in the formulation of finance and procurement related laws such as; the Public Finance Management Act, the Public Procurement & Asset Disposal Act and the Public Audit Act. He has also contributed to the design of Kenya's current framework for management of intergovernmental fiscal transfers and coordinated the formulation of annual Division of Revenue Bills and County Allocation of Revenue Bills.

Mr. Mwenda served as the Chief Executive and member of the Board of Directors of the Institute of Economic Affairs (IEA) Kenya. He has also previously worked as a consultant for organisations such as the World Bank, the United Nations Children's Emergency Fund (UNICEF), United Nations Development Programme (UNDP), Norwegian People's Aid (NPA-Rwanda), State University of New York (SUNY Kenya), Society for International Development (SID), among others. He holds a Masters degree in Public and Economic Policy from the London School of Economics and Political Science (LSE), UK and a Masters of Business Administration (Finance) and a Bachelor of Arts degree in Economics both from the University of Nairobi (UoN).



## Mr. Joseah Rotich



**Date of birth:** 19<sup>th</sup> December, 1965



**Designation:** Alternate to the Principal Secretary, State Department for Trade and Enterprise Development



**Term:** Appointed in October, 2020

Mr. Rotich has a wealth of experience in trade and economic policy. In addition to over 25 years' experience in trade policy, he has leadership and strong coordination skills along with long term experience in trade negotiations. He has spearheaded a number of trade negotiations among them: EAC-EU EPA, COMESA-EAC-SADC Tripartite FTA as lead negotiator for the EAC Partner States, the African Continental Free Trade Area (AfCFTA) as key Kenyan negotiator and chair of the Technical Working Group (TWG) on Rules of Origin since commencement of the negotiations, and EAC-CET and EAC Rules of Origin Review and Kenya-UK EPA and Kenya-USA as lead negotiator on market access and Rules of Origin, among other bilateral negotiations.

He has also worked at the Kenya Embassy in Brussels as a Commercial Counsellor for 6 years (2002-2009) covering the EU, Belgium and Luxembourg, African, Caribbean and the Pacific Partner States (ACP) activities, and World Customs Organisation (WCO). Mr. Rotich holds a Post-Graduate Degree from Brussels University (ULB) on International Economic Law, and Diploma in Multilateral Diplomacy/Conferencing from United Nations Institute for Trade and Research (UNITAR), Bachelor of Arts (Hons, Economics) from Moi University, among other trainings on trade policy including WTO, and Leadership.



## Ms. Lena Munuve



**Date of birth:** 26<sup>th</sup> May, 1970



**Designation:** Non-Executive Director



**Term:** Appointed in November, 2021




Ms. Munuve holds a Master's Degree in Strategic Management, Post-Graduate Diploma and a Certificate in Leadership Development from the University of Nairobi, Chartered Institute of Marketing (CIM) UK, and the University of Witwatersrand South Africa, respectively. Ms. Munuve is an experienced business executive with over 20 years local and International work experience gained in corporations such as Esso (K) Ltd, ExxonMobil, Kenya Shell Ltd & Vivo Energy.

At these organizations, she has been involved in maximizing business opportunities, improving customer service and contract management, change management, new business development, among others. She has Board experience in various organizations in the Public and the Private sectors.



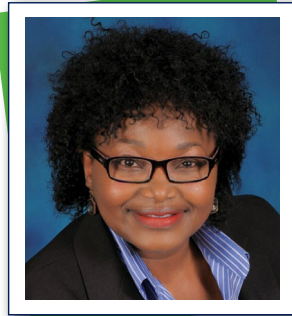


## Dr. David Wanyama, PhD




-  **Designation:** Non-Executive Director
-  **Date of birth:** 1<sup>st</sup> January, 1978
-  **Term:** Appointed in November, 2021

Dr. Wanyama is a strategy and governance expert with over 20 years' commercial and consulting experience. Dr. Wanyama has a PhD (Finance), MBA (Finance), Bachelor of Commerce (Management), Diploma in Co-operative Management, International Diploma in Insurance, Credit Management Diploma and is a CPA (K). He is currently undertaking a Master of Laws degree at the University of East London.

Dr. Wanyama's areas of expertise are strategy, leadership, governance, finance and accounting. His consultancy experience transcends various sectors including banking, investments, agriculture, and insurance. He has lectured in local universities on portfolio management, management and financial accounting, among other subjects. Dr. Wanyama has experience serving in Boards of various institutions in the Public and Private sector.



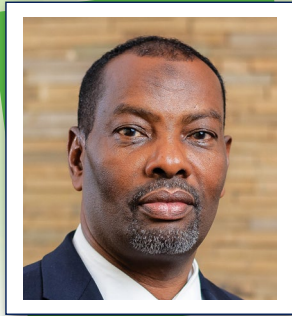
## Dr. Alome Achayo, PhD

-  **Date of birth:** 9<sup>th</sup> October, 1968
-  **Designation:** Non-Executive Director
-  **Term:** Appointed in November, 2021

Dr. Alome K. Achayo holds a PhD in Strategic Management from the Jomo Kenyatta University of Agriculture and Technology (JKUAT), an MBA in Strategic Management & Marketing from the University of Nairobi and a BSc in Medical Microbiology from the JKUAT.

With a professional background in health sciences and strategy, Dr. Achayo has experience in driving strategy, policy crafting, change management, organizational restructuring, marketing, branding, and portfolio development. She is currently the Chief Executive Officer at Oasis Health Specialist Hospital. Previously, she has held senior management positions in various institutions in the Public and Private sectors, including St. John Ambulance Kenya, E&A Industries and the Agricultural Finance Corporation.





## Mr. Abdi Mohamed



**Date of birth:** 22<sup>nd</sup> June, 1974



**Designation:** Non-Executive Director



**Term:** Appointed in November, 2021

Abdi Mohamed is a Health and Conflict Management specialist with over 20 years of experience in both public and private sectors in the Horn of Africa region (Somalia, Ethiopia, Sudan, South Sudan and Kenya). Mr. Abdi is currently a Strategy Development and Program Management Specialist -Consultant at Kenbridge Consulting Ltd. He has also served in senior management positions as the Technical Specialist (Health, Food, Security, & Climate Change) at Save the Children-Somalia; Peace Building and Conflict Management Advisor at Road International-Somalia, Program Coordinator at International Medical Corps for Sudan and South Sudan, and Senior Health Coordinator at Comitato Collaborazione Medica-Italy for Somalia. He has also served as the Council Member, Tharaka University.


Mr. Abdi holds a Bachelor of Arts (Sociology and Psychology) degree from University of Nairobi, and Master of Arts (Public Policy and Administration) from Kenyatta University. Abdi also holds a Diploma in Nursing from KMTC. In addition, he has completed Strategic Leadership Development Program at Kenya School of Government, and a Certified Trainer of Facilitator (TOF) AMREF International Training Centre-Nairobi. He is passionate about peace building and conflict management, livelihoods, market systems, education, health programs and corporate governance.



## BOARD OF DIRECTORS WHO EXITED IN THE FY 2022/23

### Board of Directors

#### 1. Amb. Nelson Ndirangu, OGW

 **Date of Birth:** 31<sup>st</sup> December, 1952

 **Designation:** Board Chairman

 **Term:** 2019 – 2023

#### 4. Dr. Abdirizak Nunow, PhD

 **Date of Birth:** 5<sup>th</sup> April, 1965

 **Designation:** Independent Member

 **Term:** 2019 – 2022

#### 2. Mr. Wang'ombe Kariuki, MBS

 **Date of Birth:** 24<sup>th</sup> July, 1969

 **Designation:** Director-General

 **Term:** 2013 – 2023

#### 5. Mr. Nevis Ombasa


 **Date of Birth:** 24<sup>th</sup> October, 1980


 **Designation:** Alternate to the  
Hon. Attorney-General

 **Term:** 2022 – 2023

#### 3. Ms. Elizabeth Ng'ang'a

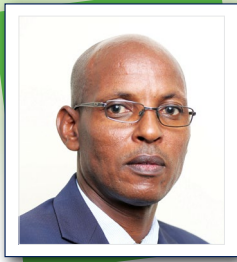
 **Date of Birth:** 24<sup>th</sup> August, 1962

 **Designation:** Alternate to the  
Hon. Attorney-General

 **Term:** 2012 – 2022



## MANAGEMENT TEAM

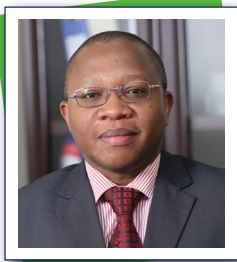


**Dr. Adano Roba, PhD**

 **Ag. Director General and Director Planning, Research, Risk and Quality Assurance**

Dr. Roba has broad areas of interest in applied research and has over 15 years of research and policy experience. He joined the Authority in July 2018 and is responsible for developing effective strategies for economic analysis and policy, research, as well as quality management system and performance.

Before joining the Authority, he was a Senior Policy Analyst at the National Treasury's Fiscal & Economic Affairs Department, where he was involved in several taskforces that developed legislation on climate change, petroleum, minerals, energy and their related regulations. He also served as a Senior Lecturer in environmental economics at both University of Eldoret and Moi University. Dr. Roba earned his PhD from the University of Amsterdam, the Netherlands and an MSc from the University of York, UK. He has a number of monographs, peer reviewed articles and book chapters to his name, and also in collaboration with colleagues.

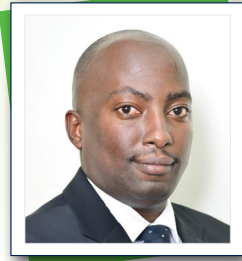


**Boniface Makongo**

 **Director, Competition and Consumer Protection**

Mr. Makongo has over 17 years of experience in litigation, corporate and commercial law. He joined the Competition Authority of Kenya in December, 2013 as the Manager, Legal Services. He was appointed Director, Competition and Consumer Protection on 5<sup>th</sup> May, 2019, placing him in charge of the Authority's three Technical Departments. Mr. Makongo has previously worked for both Constituencies Development Fund Board and Water Services Trust Fund heading both institutions Legal Departments which he also helped establish.

Mr. Makongo holds a Master's Degree in International Economic Law from the University of South Africa, a Bachelor of Law Degree from Moi University and a Diploma in Management of Information Systems from the Institute for Management of Information Systems (UK) as well as a postgraduate Diploma in Corporate Governance and is a Certified Public Secretary. He is an active member of the Law Society of Kenya and ICPS (K).

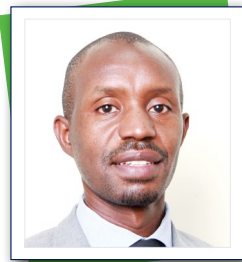


## Eric Mwangi

### Director, Corporate Services

Mr. Mwangi joined the Authority in December 2014 as the Manager Internal Audit. He was appointed Director Corporate Services in February 2018. He has over eleven (11) years' experience in the audit of the Government Parastatals. Previously, he has worked with Kenya National Bureau of Statistics (KNBS), Kenya Film Commission (KFC) and the Kenya National Audit Office (KENAO).

Mr. Mwangi holds Masters of Business Administration (Finance Option) and Bachelor of Science Degree (Hons.) from the University of Nairobi. He is a Certified Public Accountant (Kenya), Certified Fraud Examiner (CFE) and Certified Information Systems Auditor (CISA). He is an active member of the Institute of Certified Public Accountants (ICPAK), Association of Certified Fraud Examiners (ACFE) and Information System and Control Association (ISACA). He is also a qualified Quality Management System ISO 9001: 2015 Auditor.

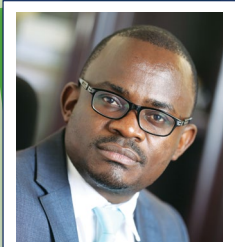


## Amenya Omari

### Corporation Secretary & Manager Legal Services

Mr. Omari is a public sector Secretary and Legal Advisor with over 12 years' experience. He is responsible for providing secretarial services to the Authority's Board; advising on corporate governance and legal matters within the Authority; managing the litigation function and overseeing legal representation of the Authority.

Prior to his appointment, Mr. Omari served as the Principal Legal Officer and Head of Legal Division at the Witness Protection Agency of Kenya. His earlier work experience was at the Office of the Director of Public Prosecutions as Senior Prosecution Counsel and the Office of the Attorney General where he served as State Counsel. He holds a Master's in Law from the University of Zimbabwe, a Bachelor of Law from the University of Nairobi and a Post-graduate Diploma in Law from Kenya School of Law. He is a member of the Law Society of Kenya, and the East Africa Law Society. He is also a Certified Public Secretary, CPS (K) and a member of the Institute of Certified Public Secretaries of Kenya ICPS (K). He has also been trained in Leadership, Management and Effective Communication.

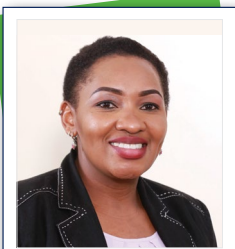


## Ochieng' Ochiel

### Manager, Internal Audit

Mr. Ochiel has vast experience in the fields of auditing, finance and taxation both in public and private sectors spanning over 16 years. He holds a Masters of Business Administration (MBA) degree from the University of Nairobi, a Bachelors of Commerce degree (Accounting) from Daystar University, Certified Public Accountant (CPAK) and Certified Information Systems Auditor (CISA) from Strathmore University.

Prior to his appointment as the Manager, Internal Audit Department, he served as the Senior Internal Audit and Risk Management officer at the Kenya Civil Aviation Authority. His prior work experience was at the Kenya Rural Roads Authority, Compassion International and Kenya Utalii College. Mr. Ochiel's key responsibilities include offering independent and objective assurance on the effectiveness of the internal controls, risk management and governance processes. He is a member of the Institute of Certified Public Accountants of Kenya (ICPAK) and the Information System and Control Association (ISACA).



## Ninette K. Mwarania

### Manager, Planning, Policy and Research

Ninette provides leadership in research, strategic planning and policy development, which are critical to advance the Authority's mandate. She is also in charge of advocacy and international relations functions responsible for supporting in maintaining effective partnerships. In addition, she oversees knowledge management, resource mobilization and performance monitoring and evaluation for the Authority.

Ninette holds a Master of Business Administration (Marketing Management) Degree from the University of Nairobi and a Bachelor of Commerce (Banking and Finance) Degree from Kenyatta University. She is an active member of the Marketing and Social Research Association (MSRA) and is a full member of the Kenya Institute of Management (KIM).



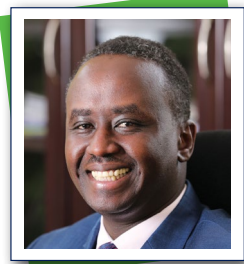


## Gideon Mokaya

### Manager, Enforcement and Compliance

Mr Gideon Mokaya is the Manager of Enforcement & Compliance Department which regulates Restrictive Trade Practices (RTP). This encompasses investigating and remedying of cartel and Abuse of Dominance conduct in the Kenyan market, evaluation of Exemption Applications and compliance to the Authority's decisions. Gideon is a holder of a Master of Business Administration Degree from University of Nairobi, a Bachelor of Commerce Degree from Kenyatta University and a postgraduate diploma in EU Competition Law from Kings College London. He is a member of the Association of Certified Fraud Examiners (ACFE) and a member of the Institute of Certified Public Accountants of Kenya (ICPAK).

He has over 15 years' experience in forensic investigations at various state agencies including Kenya National Audit Office and the Ethics and Anti-Corruption Commission where he successfully concluded number of economic and fraud cases through planning of investigations, evidence collection, analysis, reporting, facilitating prosecution and other remedial measures. At the Authority, he has guided in the development and implementation of various RTP instruments including the competition and administrative settlement guidelines and search & seizure guidelines and expeditious handling, sanctioning and deterrence of Restrictive Trade Practices in the Kenyan market.

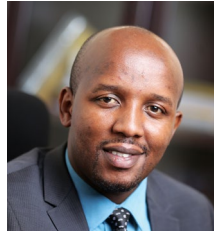


## Boniface Kamiti

### Manager, Consumer Protection

Mr. Boniface Kamiti joined the Authority in February 2015. He heads the Consumer Protection Department where he oversees the investigation and resolution of consumer complaints and related issues. Prior to joining the Authority, he worked with various UN agencies and the Centre for Corporate Governance. Mr. Kamiti holds a Master of Global Competition and Consumer Law Degree from the University of Melbourne, a Master of Arts Degree in Economic Policy and Management from the University of Nairobi and a Bachelor of Arts Degree in Social Science (Economics) from the Catholic University of Eastern Africa.

He has over 15 years' experience in arbitration, conducting consumer-related investigations, programme and project management, Results-Based Management, and stakeholder management.



## Mugambi Mutegi

### Manager, Communications and External Relations

Prior to joining the Authority, Mr. Mugambi worked at the Nation Media Group (NMG). He served as a writer and editor attached to the Business Daily publication.

His main role at the Communications & External Relations Department is ensuring the Authority's stakeholders are appraised about the Authority's mandate. The department develops and executes strategies through which the Authority can increase its visibility as well as enhance its corporate image among stakeholders. Mugambi's background working at a leading media company has benefitted the Authority as it seeks to strength its relations with members of the 4<sup>th</sup> estate, a key stakeholder in creating awareness about the Authority's mandate. Mugambi holds a Master of Arts in Communication Studies from the University of Nairobi.



## Ambrose Ageng'a

### Manager, Finance

CPA Ambrose Ageng'a is a holder of a Master of Business Administration (Finance option) degree from the University of Nairobi and a Bachelor of Commerce Degree from the Catholic University of Eastern Africa. He is also a Certified Public Accountant of Kenya (CPAK) and an active member of the Institute of Certified Public Accountants of Kenya (ICPAK).

CPA Ageng'a has over 22 years' work experience in both the private and public sector, having previously worked in corporates and the Kenya Revenue Authority and the Salaries and Remuneration Commission. He has also been involved in Audit Committee activities at both the County and National Government levels.



## Raphael Mburu

### Manager, Mergers and Acquisitions

Mr. Mburu joined the Authority in December 2014. He possesses advanced skills in Competition Law and Economics dealing with regulation of market structure. He holds a Master of Business Administration (Leadership and Sustainability) from University of Cumbria, Post-graduate Diploma in EU Competition Law from King's College London and a Bachelor of Science Degree from JKUAT.

He is an active member of Competition Law Association, the British Group of the International League of Competition Law (Ligue Internationale du Droit de la Concurrence - LIDC).

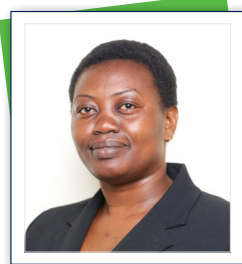


### Dr. Priscilla Njako

#### Manager, Buyer Power

Dr. Njako joined the Authority in March 2019. Prior to that she was engaged in Legal Practice and as a Senior Lecturer in Corporate Law and Competition Law at Catholic University and Strathmore Law School. In her career experience spanning 20 years, she has served in various managerial positions, including Head of Faculty and Head of Examinations and Research.

Priscilla's key responsibilities, include investigating complaints of Abuse of Buyer Power and delayed payments and carrying out market assessment. Her duties also include engaging in research to identify the most effective practices for effective enforcement. Priscilla has a keen interest in enforcement of competition law in ways that are apt for the needs of developing countries. Priscilla holds a PhD from the University of Pretoria, a Master of Laws Degree (LLM) from the University of South Africa, a Bachelor of Laws Degree (LLB) from University of Nairobi and a Diploma in Law from the Kenya School of Law. She also holds a Certified Public Secretaries qualification (CPSK) from Kenya Accountants and Secretaries Board (KASNEB) and various certificates in Competition Law. She is an active member of the Law Society of Kenya and a Certified Public Secretary.

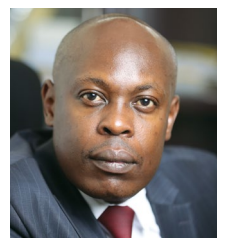


### Mercelline Anduro

#### Manager, Information and Communications Technology (ICT)

Ms. Anduro has over 14 years' experience in network management, database administration, web design, corporate communication, hardware and software maintenance and user support from the Public Sector. She has been involved in various ICT projects, ICT Strategy formulation, execution and alignment with business, ICT security, Business Continuity Management, Project Management and Forensic investigations.

She holds a Master's of Science in Information Systems Management (KCAU), a Bachelor's in Business Information Technology (KEMU) and a Diploma in Computer Studies (TUM). She is also a qualified Microsoft Certified Solutions Associate and Microsoft Certified Professional. She has attended various management courses including Corporate Governance, Risk Management, Information Security Management and Business Continuity Management. She is an active member of the Computer Society of Kenya.



### Walter Masinde

#### **Manager, Supply Chain Management**

Mr. Masinde holds a Master of Business Administration (MBA) degree (Procurement & Supply Chain Management) from the University of Nairobi, Bachelor of Business Administration (BBA) and has a Post-graduate Diploma in Purchasing and Supply Chain Management (CIPS-UK), Diploma in Supplies Management (KNEC) and a Procurement Practitioners License from the Kenya Institute of Supplies Management.

He holds professional memberships to the Kenya Institute for Supplies Management (KISM), the Chartered Institute of Purchasing and Supply (UK) and the Chartered Institute of Logistics and Transport. Mr. Masinde is an accomplished professional in Supply Chain Management with over fifteen (15) years' experience.



### Faith Marete

#### **Manager, Human Resources and Administration**

CHRP Faith Marete is a seasoned professional with distinct experience in Human Resource leadership and talent development which she has acquired through training, practice, and networking. Ms. Marete is responsible for the implementation of the Authority's strategies, policies and programs relating to the advancement of the human capital in order to facilitate the effective execution of the organizational mandate.

She holds a Master of Business Administration (Strategic Management) from the Catholic University of Eastern Africa and Bachelor of Science degree in Human Resource Management from the Moi University. Ms. Marete is a Certified Human Resource Practitioner (CHRP) with over 10 years' experience, gained from various organizations in the Public and Private Sector. She is also an active and certified member of the Institute of Human Resource Management (IHRM).



### Beryl Mwandale

#### **Principal Risk and Quality Assurance Officer**

Ms. Mwandale has experience in the fields of auditing, finance, enterprise risk management, business continuity, policy analysis and quality assurance both in public and private sectors spanning over 12 years. Ms. Mwandale holds a Bachelor of Science Degree in Actuarial Science and a Masters of Finance Degree.

She is also a qualified ISO 9001:2015 and ISO 22301:2019 Management Systems Auditor, ISO 31000:2018 Lead Risk Manager and ISO 27001:2013 implementer. She has attended various courses on Competition Law and Policy, Leadership and Management, Risk Management, Information Security Management and Business Continuity Management.





# » ENVIRONMENTAL AND SUSTAINABILITY REPORTING



**5.4%**

The Authority's percentage of Persons with Disability (PWDs) in the workforce in line with the requirements of the National Council for Persons with Disability (NCPWD).

**AGPO**

The Authority achieved a score of **62%** for the Youth & Women and **7.6 %** for Persons with Disabilities (PWD's).



**14,000**

jobs retained in the Flower Sector through the Authority's intervention.



Under the Young Professionals (YP) program, Five YPs were employed and trained on competition law and policy during the period under review.



**2,500**

Trees planted in SKM Primary School in Marsabit County & Waso Mixed Secondary School in Isiolo County when marking the World Environmental Day, in support of Government tree-cover restoration program.



**618**

Textbooks approved by the Kenya Institute of Curriculum Development donated by the Authority to SKM Primary School in Marsabit County and Waso Mixed Secondary School in Isiolo County as part of its CSR activities.



The Authority aims to create efficient markets for consumers. Our mandate involves promoting and safeguarding competition in the national economy through regulation of market conduct and structure to protect consumers from unfair and misleading market conduct. Below is an outline of the Authority's policies and activities that promote sustainability.



## A. Social impact

- i. **Disability Mainstreaming:** In response to **SDG 10 on Reduced Inequalities**, the Authority's percentage of Persons with Disability (PWDs) in the workforce stood at 5.4%, in line with the requirements of the National Council for Persons with Disability (NCPWD). During all recruitments, the Authority encourages qualified PWDs to apply for job vacancies through the NCPWD Employment Portal. This is a collaborative initiative by the two institutions.
- ii. **Promotion of AGPO by allocating 30% of the Authority's Annual Procurement to Special Interest Groups:** Through the empowerment of the Youth, Women and Persons with Disability, under the preference & reservations group in the procurement of goods, works, and services, the Authority achieved a score of 62% for the Youth & Women and 7.6 % for Persons with Disabilities (PWD's). With regard to promotion of local content, the Authority achieve 80.6 % against a minimum threshold of 40% of the annual procurement budget.
- iii. **Authority's Decisions:**
  - a. The Authority entered into a settlement agreement with Unilever Kenya Limited in an abuse of buyer power investigation. Under the agreement, the undertaking will progressively reduce payment terms for its SME suppliers from ninety (90) days to thirty (30) days as well as increase its procurement from SMEs by KES 400 million between 1<sup>st</sup> January 2023 and 31<sup>st</sup> December 2025. Additionally, Unilever undertook to dedicate an annual budget of KES 75 million to conduct supplier development training for its SME suppliers. This settlement led to improved cash flow cycles to support SME operations as well as an increase in procurement opportunities for SMEs enabling them to provide increased employment opportunities;
  - b. The Authority approved the green energy investment by CFP UK Holdings Limited (CFP UK) in Lake Turkana Wind Power Limited (LTWP). LTWP supplied 12.88% of the total energy purchased by the Kenya Power in the year to June, 2022; second after Kenya Electricity Generating Company (KenGen) which supplied 69.77% of the total energy. CFP UK's investment will help facilitate LTWP, which holds assets with a value above USD 650 million, to grow its capacity to supply more to the country free of greenhouse gas emissions. Approval of the transaction demonstrates the Authority's commitment to supporting both local and international institutional investors in emerging markets including the green energy sector, which will embolden the country's position as a green energy leader in Africa; and
  - c. Through the Authority's merger determination in the Flower Sector, 14,000 jobs were retained.

- iv. **Training:** As part of efforts to enhance organizational sustainability, the Authority facilitated staff to undertake Continuous Professional Development programmes geared towards succession planning, effective management and career progression. The training sessions were predominantly conducted in a virtual setup and in groups in order to promote efficiency and effectiveness, including on resources expended.
- v. **Young Professional Programme:** The Authority runs a programme for the Young Professionals (YPs) aimed at exposing them to the tenets of the Competition Law and Policy. Five YPs were employed and trained on competition law and policy during the period under review. The objective of the program is to expose graduates joining the labour market to a real work environment in order to enhance their skillsets and employability. This is in line with the Sustainable Development Goal 8 whose objective is to promote inclusive and sustainable economic growth, employment and decent work for all.



## B. Environmental Impact

- i. **Corporate Social Responsibility:** The Authority undertook Corporate Social Responsibility (CSR) activities with the aim of giving back to the community. Some of the CSR activities undertaken were:
  - a) **Planting of trees:** The Authority participated in marking the World Environmental Day that focused on solutions to plastic pollution. Further, the Authority sensitized the Public on various environmental conservation and sustainability during tree planting in SKM Primary School in Marsabit County & Waso Mixed Secondary School in Isiolo County where 2,500 trees were planted in support of Government tree-cover restoration program. The initiative aims to grow 15 billion trees by 2032, reduce greenhouse emissions, stop and reverse deforestation, and restore 5.1 million hectares of deforested and degraded landscapes through the African Landscape Restoration Initiative. This initiative, pursuant to SDG 13 on Climate Action, will facilitate the country achieve 10% forest cover from the current 8.83% to help reduce the effect of global warming.
  - b) **Donation of Resource Materials to Schools:** The Authority supported SKM Primary School in Marsabit County and Waso Mixed Secondary School in Isiolo County with 618 textbooks approved by the Kenya Institute of Curriculum Development. The schools were also issued with Annual Reports, Competition Act and other IEC material as library resources for learners. The students/pupils and the teachers were sensitized on the Authority's mandate and complaints resolution mechanisms, with a focus on consumer protection issues. This initiative is part of the Authority's goals of supporting achievement of SDG 4 on Quality Education.

- ii. Automation:** The Authority has sustained its efforts to ensure full automation of its services thus cutting down on printing paper and toners. This is in response to SDG 13 on Climate Action that has seen the Authority reduce the carbon footprint on its products, services and processes by 80%. This has been buttressed through integration of Competition Portal on with the e-Citizen platform as part of efforts to enhance service delivery for members of the public to seamlessly access its services via Single Sign On (SSO).
- iii. E-waste disposal:** Through the e-waste disposal method, and in line with disposal laws and regulations, the Authority disposed its obsolete ICT equipment's through the approved waste disposal handlers, licensed by the National Environmental Management Authority (NEMA) hence reducing the harmful impact of pollution and waste.



## CHAIRMAN'S STATEMENT

Our esteemed stakeholders, on behalf of the Board, it gives me great pleasure to present to you the Authority's Annual Report and Financial Statements for the FY 2022/23. This Annual Report elucidates the Authority's initiatives and interventions geared towards promoting and safeguarding competition and protecting consumers from unfair and misleading market conduct. This is the second year of implementation of the 3<sup>rd</sup> Strategic Plan. Despite the prevailing tough economic challenges, I am glad to report that the Authority achieved all its planned activities for the FY 2022/23 because of the unwavering support and commitment of the board, staff and stakeholders.

On the global front, the IMF reported that the global economic growth will fall from 3.4 percent in 2022 to 2.8 percent in 2023 and will settle at 3 percent in 2024. Further, the World Bank Group projected that Sub-Saharan Africa's economic growth will decrease to 3.1 percent in 2023 from 4.1 percent in 2022. The Kenya National Bureau of Statistics (KNBS), on the other hand, projected that Kenya's economic growth will slow down to 5.6 percent in 2023 from 7.6 percent in 2022. Despite the challenging economic times, the Authority recorded a 18.9 percent increase in the number of merger transactions notified indicating that our economy remains attractive to both domestic and foreign direct investment.



I am glad to report that the Authority achieved all its planned activities for the FY 2022/23 because of the unwavering support and commitment of the board, staff and stakeholders





In supporting investment by easing of doing business, while providing clarity, transparency and predictability in the application of the provisions of the Competition Act, the Authority consolidated and revised various remedial guidelines into the Administrative Remedies Guidelines. Further, the Board approved three (3) policies on Intellectual Property, Research and Gender Workplace Policy aimed at mainstreaming the Authority's operations and service delivery.

Recognizing the importance of regional integration, we signed a cooperation framework with the Arusha-based East African Community Competition Authority (EACCA). This will boost our efforts to collaborate with sector regulators, national, regional and international agencies to realize our mandate and share knowledge and experience on competition enforcement.

We are in the process of reviewing our Strategic Plan to align our enforcement initiatives with the Bottom-Up Economic Transformation Agenda. The revised Strategic Plan focuses on: Agriculture, Micro, Small and Medium Enterprises, Housing and Settlement, and Digital and Creative economy. This will ease the cost of doing business and protect consumers from unfair and misleading market conduct. The implementation of the revised Strategic Plan is expected to increase efficiency in the production, distribution and supply of goods and services. Additionally, it will stimulate innovation, optimal allocation of resources, improve consumer welfare and create conducive environment for domestic and foreign investments.

Lastly, I would like to express my gratitude to the National Treasury and Economic Planning, strategic partners, stakeholders and the general public for their continued support which made it possible for us to record the above milestones. Finally, I wish to acknowledge the dedicated service and commitment of the members of the Board and staff for their invaluable contribution and enthusiasm in supporting the achievement of our mandate.



**Shaka Kariuki**

*Board Chair*





## DIRECTOR-GENERAL'S STATEMENT

Ladies and gentlemen, as required by law, I present to you the Annual Report and Financial Statements for FY 2022/23, highlighting the Authority's interventions during the past twelve (12) months in our pursuit of creating efficient markets for consumers in Kenya.

During the year under review, the Authority continued to implement its Strategic Plan FY 2021/22-2024/25. Our strategic plan takes cognizance of the fact that effective enforcement of competition law is a promoter of sustainable economic development thus ensuring consumers access a wide range of quality and competitively priced goods and services.

To ensure that our decision-making process is predictable, consistent and adopts learnings from past decisions, the Authority reviewed and consolidated its restrictive trade practices, control of mergers, abuse of buyer power, and consumer protection administrative remedies & settlement guidelines to create a single reference point for determining administrative remedies relating to violations of the Competition Act. We expect that these revised Guidelines will promote the efficiency with which we attend to matters and improve our interactions with the stakeholders.



**KES15.7M**

Amount levied from fines, penalties, and issuance of declaratory Orders, which represented an increase from the previous period of **KES. 12.8** million.



**132**

Merger transactions the Authority analyzed from various sectors including the distribution, manufacturing, real estate, finance & insurance, and agriculture sectors.



**KES45.4M**

Amount in delayed payments owed to suppliers recovered, thereby securing jobs and contributing to their sustainability.

As highlighted in our previous reports, incremental automation of the Authority's services over the past five years has facilitated increased efficiency of operations. In support of the Government's initiatives to enhance service delivery through digitization, the Authority's services were on-boarded on the E-citizen platform in March 2023. Our commitment is to continue leveraging ICT to enhance service delivery while lowering the cost of doing business for the Authority and its stakeholders.

During the period under review, the Authority sanctioned anti-competitive practices and consumer rights infractions that were determined to be impairing economic growth and innovation and disenfranchising consumers from expanded choice of goods and services, access to competitively priced products, through sector-specific investigations.

The Authority's approach to enforcement is a mix of soft enforcement through advocacy initiatives and hard enforcement through the levying of fines, penalties, and issuance of declaratory Orders. The Authority imposed penalties for infringement of the law amounting to KES 15.7 million, which represented an increase from the previous period of KES. 12.8 million. These penalties resulted from enforcement action against businesses engaging in restrictive trade practices, mergers implemented without approval and consumer rights violations.

Ladies and gentlemen, the Authority analyzed one hundred and thirty-two (132) merger transactions from various sectors including the distribution, manufacturing, real estate, finance & insurance, and agriculture sectors. Notably, there was an increased merger activity in the flower industry with capital injections in four (4) flower farms securing over 14,000 jobs for workers in the sector.

Abuse of buyer power (ABP) depresses the competitiveness of markets through closure of businesses, limits consumer choice, and triggers increased prices of goods and services. During the reporting period, KES. 45.4 Million in delayed payments owed to suppliers was recovered, thereby securing jobs and contributing to their sustainability. This was an increase of 86.8% compared to the total amount recovered in the previous financial year.

Consumers are fundamental to the Authority's existence and mandate execution. To this end, the Authority investigated 521 consumer protection cases, which represent an increase of 30% from the previous year's complaints received, a majority relating to false or misleading representations and unconscionable conduct. The majority of these complaints were from the aviation and financial services sectors. As a result, consumer savings realized during the reporting period were KES 19,655,074 compared to KES 6,923,172 in FY 2021/22 translating to a 184% increase.

The shift to digital economy has created enormous opportunities for economic growth and efficiency. As part of efforts to enable this digital transformation, the Authority conducted a digital surveillance focusing on digital marketplaces offering varied categories of products including food, grocery, pharmaceutical and medicaments and e-commerce with an aim of exploring the dynamics of the digital markets ecosystem and identifying likely incidences of abuse of buyer power.

Further, to mitigate competition infringements with cross-border effects, foster transparency and predictability about multijurisdictional merger notifications, and reduce transaction costs for businesses, the Authority and the East African Community Competition Authority (EACCA) entered into a Memorandum of Understanding

(MoU). This collaboration will ultimately enhance regional integration and facilitate cross-border trade and promote investment.

In appreciation of the role of research in competition enforcement, specifically in achieving optimal decisions and an effective regulatory regime, the Authority commenced an inquiry into Online Food and Groceries Platforms to better understand the business model and, ultimately, inform regulatory and policy interventions for enhanced competition and consumer protection enforcement. The inquiry's objectives are, among others, examining the relationships between the platforms and users, assess the role of data in operating multi-sided online (e-commerce) platforms, customer acquisition and retention, as well as data portability.

An impact assessment in the paints manufacturing and Non-Alcoholic Ready to Drink (NARTDs) beverage sectors to assess the market situation post our intervention in terms of consumer savings, access to goods and services, enhanced product and services, variety and quality, discount and pricing benefits, products and services innovation and improved incomes of small suppliers, MSMEs and, investment into the economy was conducted.

To promote stakeholder engagement and increase compliance with the Act, the Authority enhanced its advocacy efforts, including rolling out awareness creation activities. Specifically, the Authority conducted twenty six (26) sensitization sessions with various stakeholders across the country. These sessions, which involved participants from various sectors, aim to demystify the law to our stakeholders as well as educate them regarding our complaints handling system and procedures.

During the review period, the Authority published all its determinations, clearly articulating the reasoning behind each decision. This was aimed at increasing the transparency of our processes and ensuring that we remain accountable and predicable to our stakeholders. We also kept our stakeholders, including the Media, apprised of key developments in our ongoing enforcement interventions through the issuance and publicizing of various Statements, Orders, and Press Releases.

Ladies and gentlemen, achievements outlined in this Report would not have been actualized without the dedication and commitment of our employees. In order to ensure our staff remain motivated and skilled to undertake their roles, we facilitated them to attend various on-line and in person trainings on competition law and policy, consumer protection, management, and leadership, geared towards, among others, improved service delivery, succession planning, effective management, and career progression.

To conclude, I wish to thank the National Treasury and Economic Planning for the continued support of the Authority's programs. I also recognize the support the Board has given the Management in actualizing the activities that had been planned for the financial year under review.



**Dr. Adano W. Roba, PhD**

*Ag. Director-General*









## » CORPORATE GOVERNANCE AND ACTIVITIES OF THE BOARD

### » Statement of Corporate Governance

The Authority is committed to maintaining the highest standards of integrity, professionalism ethics and compliance with all applicable laws in all its operations. In performance of its functions, the Authority is guided by the Constitution of Kenya, the Competition Act and other applicable laws. The Board is committed to ensuring that the Authority's obligations, roles and responsibilities to its various stakeholders are fulfilled through its corporate governance practices.

### » The Chairman

The Chairman provides leadership and governance to the Board and fosters the environment for the overall Board and individual Director's effectiveness, by ensuring that the Board considers all key and appropriate issues promptly. He is responsible for ensuring adherence to good corporate governance practices and procedures, and continuously promoting the highest standards of integrity, probity and corporate governance throughout the Authority and particularly at Board level. The Chairman ensures that the Board plays a full and constructive part in the development and determination of the Authority's strategies and policies. He also ensures that the Board is furnished with timely and sufficient information to enable it discharge its duties effectively.

## 🔍 **Members of the Authority**

Section 10 of the Act provides for the Composition of Members of the Authority. Members of the Authority comprise of the Chairman, the Principal Secretary for The National Treasury and Economic Planning; the Principal Secretary for Ministry of Investment, Trade and Industry and the Hon. Attorney-General.

Members also include five (5) independent, non-executive members, appointed from among persons experienced in competition and consumer welfare matters. The Director-General is an *ex-officio* member. All the Non-Executive Directors are independent of management and free from any business or other relationship, which could interfere with the exercise of their independent oversight.

The Board is responsible for overall strategic direction and operational guidance of the Authority including;

- (a) Establishing short and long-term goals of the Authority and develop strategies to achieve these goals;
- (b) Monitoring the Authority's performance against these set goals;
- (c) Overseeing the preparation of annual financial statements and reports;
- (d) Approving annual budgets; and
- (e) Ensuring that the Authority has adequate systems of internal controls together with appropriate monitoring of compliance activities to ensure business continuity.

## 🔍 **Separation of Board and Management**

The relationship between Members and Management remains at all times professional. The role of the Board is separate from that of the Management. Each party performs their duty with impartiality, honesty, transparency and accountability, professionalism, integrity, care and due diligence and acts in good faith to the best interest of the public. The Board has a formal schedule of meetings for deliberation of agenda items. Members are given appropriate and timely information to enable them to provide and maintain full and effective direction and control over strategic, financial and operational issues of the Authority. The Board is not involved in the conduct of day-to-day business, as this is the responsibility given to the Director-General by law. The Board however, retains the responsibility of oversight and approving the policies of the Authority.

## 🔍 **Board Appointments in the FY 2022/23**

H.E. the President, Dr. William Samoei Ruto, CGH appointed the Chairman, Mr. Shaka Kariuki and the Hon. Attorney-General Justin B. N. Muturi E.G.H appointed Mr. Stephen Githinji Mwaniki.

The Board was composed of nine (9) members, from different professional backgrounds, representing Kenya's diverse communities and affording adequate representation for men and women. The Board had the Technical and Strategy Committee, Finance Committee, Human Resource Committee and the Audit Committee to support the execution of its duties.

**Table 2: Board Members' Educational Background**

No.	Name	Designation	Educational Background
	Mr. Shaka Kariuki	Chairman	Economics
	Dr. Adano W. Roba	Ag. Director-General	Economics
	Mr. Abdi Ali Mohamed	Member	Sociology
	Mr. Stephen Githinji	Member	Law
	Mr. Albert Mwenda	Member	Economics
	Mr. Joseah Rotich	Member	Economics
	Ms. Lena Munuve	Member	Marketing
	Dr. Kasera Achayo	Member	Management
	Dr. David Wanyama	Member	Accounting and Finance

### 📌 Board Meeting Attendance

The Board is required to meet at least once every quarter depending on the needs of the business of the Authority. The Board held twelve (12) meetings to consider the business of the Authority. During the year ended 30<sup>th</sup> June, 2023 the Board and Board Committees member attendance and the number of meetings held in the year were as follows:

**Table 3: Board Members Meeting Attendance FY 2022/23**

No.	Name	Position	No. of Meetings
	Mr. Shaka Kariuki	Chairman	4
	Dr. Adano W. Roba	Ag. Director-General	5
	Mr. Abdi Ali Mohamed	Member	5
	Mr. Stephen Githinji	Member	4
	Mr. Albert Mwenda	Member	5
	Mr. Joseah Rotich	Member	10
	Ms. Lena Munuve	Member	12
	Dr. Kasera Achayo	Member	12
	Dr. David Wanyama	Member	12

### 📌 Technical & Strategy Committee

This Committee is mandated to advise on strategic planning, implementation of the Act, work with management on the technical aspects of the operational performance and functions of the Authority. It is responsible for advising and recommending to the Board the approval of the Strategy, examining the objectives and the progress of the Authority in achieving what it has set out to do in the Performance Contract.

It is the Boards structural means for reviewing management’s recommendations on matters pursuant to Part III, IV, V and VI of the Act and recommending them to the Board for approval. The Committee is also responsible for examining management recommendations to the Board on Risk Policy, effective processes and systems of risk management and internal controls and monitor its implementation.

The Committee consisted of four (4), members, namely; Ms. Lena Munuve (Chair), Mr. Joseah Rotich, Mr. Stephen Githinji and Mr. Abdi Mohamed and held six (6) meetings.

**Table 4: Technical and Strategy Committee Meeting Attendance**

No.	Name	Position	No. of Meetings
	Ms. Lena Munuve	Chair	6
	Mr. Stephen Githinji	Member	3
	Mr. Abdi Mohamed	Member	2
	Mr. Joseah Rotich	Member	5

## ➤ Finance Committee

This Committee is responsible for recommending financial policies, goals, and budgets that support the realization of the mission, values, and strategic goals of the Authority. It also reviews the Authority’s financial performance against its set goals and targets. It is responsible for ensuring that the Authority has effective and efficient internal financial controls and reviewing and recommending the Authority’s long, medium- and short-term financial plans and ensure their consistency with the Strategic Plan. It also ensures that the Authority has optimal liquidity for efficient and effective realization of its mandate and reviewing financial reports and making appropriate recommendations to the Board.

The Committee consisted of four (4) members, namely: Mr. Albert Mwenda (Chair), Dr. Kasera Achayo, Ms. Lena Munuve and Mr. Abdi Mohamed and held three (3) meetings.

**Table 5: Finance Committee Meeting Attendance**

No.	Name	Position	No. of Meetings
	Mr. Albert Mwenda	Chair	2
	Dr. Kasera Achayo	Member	3
	Ms. Lena Munuve	Member	3
	Mr. Abdi Mohamed	Member	1



## ⑤ Human Resource Committee

This Committee reviews Human Resource policies and succession planning of the Authority to ensure compliance with national policies and legislation. It organizes the structure and performance evaluation of senior staff, oversee and advise the Board on recruitment and promotion of the senior staff.

It reviews and recommends human resource policies for efficient and effective functioning of the Authority. It is responsible for forecasting and recommending the Authority's long, medium and short-term human resource needs ensuring motivated, qualified and high performing staff.

The Committee consisted of four (4) members, namely; Dr. Kasera Achayo (Chair), Mr. Joseah Rotich, Mr. Albert Mwenda and Dr. David Wanyama and held four (4) meetings.

**Table 6: Human Resource Committee Meeting Attendance**

No.	Name	Position	No. of Meetings
	Dr. Kasera Achayo	Chair	4
	Mr. Albert Mwenda	Member	1
	Mr. Joseah Rotich	Member	4
	Dr. David Wanyama	Member	3

## ⑤ Audit Committee

The Board is committed to ensuring that ethics and integrity remain at the core of the Authority's operations. The Audit Committee's objective includes ensuring that the Authority's existing internal controls are planned, structured and implemented. Further, the Committee reviews the proposed audit scope, approach and audit deliverables, and ensures implementation of internal and external audit recommendations.

The mandate relating to Financial Reporting and Related Reporting Practices requires the Audit Committee to review the annual financial statements of the Authority, the external auditor's opinion and their comments on internal controls and other observations.

It also reviews significant accounting and reporting issues and their impact on financial reports as well as legal matters that could significantly affect the financial position of the Authority, among other financial reporting responsibilities. The Board recognizes that ethical management is key to the Authority's sustainability. In furtherance of this, the Board continuously implements systems and processes that purpose to integrate ethical practices in all the Authority's operations. The Audit Committee reports to the Board on the standing and independence of the internal audit function within the Authority.

The Committee consisted of three (3) members, namely; Dr. David Wanyama (Chair), Dr. Kasero Achayo, and Mr. Joseah Rotich and held four (4) meetings.

**Table 7: Audit Committee Meeting Attendance**

No.	Name	Position	No. of Meetings
	Dr. David Wanyama	Chair	4
	Mr. Joseah Rotich	Member	4
	Dr. Kasero Achayo	Member	3

### 🔍 Board Evaluation FY 2022/2023

Mwongozo, the Code of Governance for State Corporations, requires that Board of Directors in State Corporations carry out annual performance evaluation and file a report thereof with the parent Ministry and the State Corporations Advisory Committee (SCAC). During the year under review, the Board evaluation score for the FY 22/23 was 4.925 out of 5 equivalent to 98.5 percent.



# » AUTHORITY'S PERFORMANCE AGAINST PRE-SET STRATEGIC GOALS



## 1 STRATEGIC GOAL 1: DELIVERING EFFECTIVE ENFORCEMENT

### i. Regulation of Mergers

Part IV of the Act, the Competition (General) Rules, 2019, and various Guidelines within the Authority guide the regulation of mergers and acquisitions in Kenya. All proposed mergers within the Kenyan economy require approval by the Authority pursuant to Section 42 (2) of the Act. However, certain classes of proposed mergers are exempted from this requirement if they do not meet the full analysis threshold that is set according to the assets/revenues of the merging parties. The objective of the exemption criteria is ensuring that transactions that are unlikely to lessen competition, most of which are MSMEs, are relieved from the time and resources required to file a transaction.

The Authority handled one hundred and thirty-two (132) merger notifications during the period under review. Of these notifications, twenty-nine (29) met the threshold for full merger analysis as provided for in the Merger Threshold Guidelines and a similar number satisfied the criteria for exclusions. Five (5) notifications did not qualify as mergers within the definition of sections 2 and 41 of the Act. Further, the Authority

issued thirty-eight (38) advisory opinions to parties seeking to merge, or their legal representatives. Another thirty-one (31) proposed mergers were notified through the COMESA Competition Commission (CCC). Four (4) of the notifications were ongoing at the end of the reporting period.

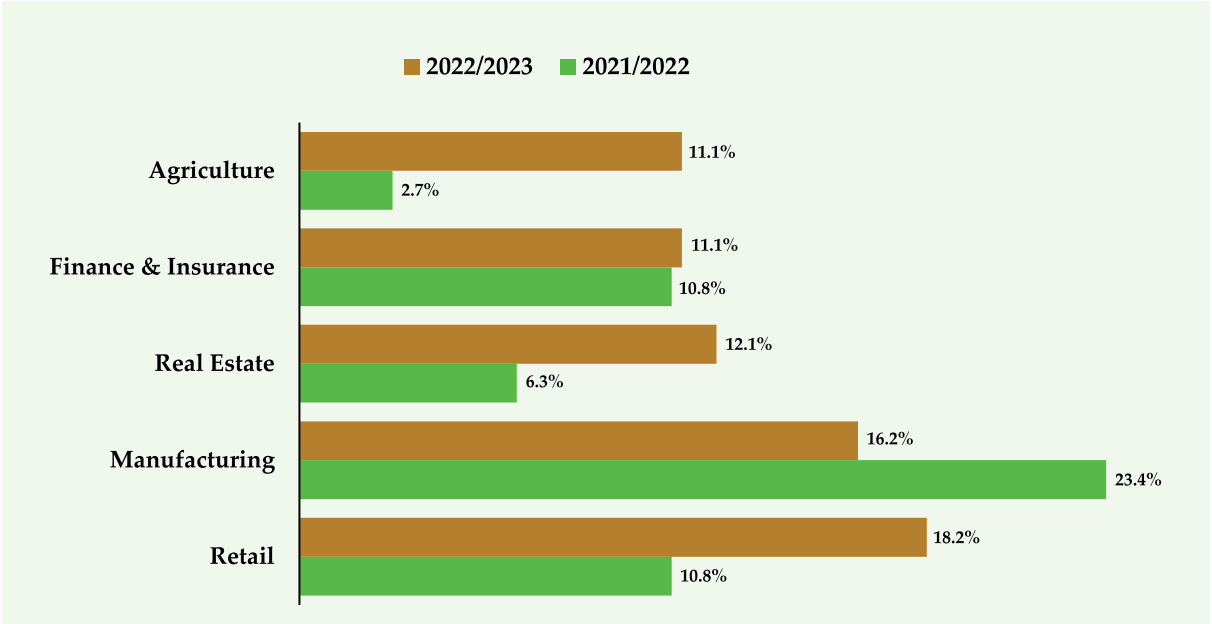
Table 8 below compares transactions received by the Authority during the FY 2021/2022 and FY 2022/2023. During the year under review, there were 132 proposed mergers notified to the Authority, representing a 19.8% year-on-year increase that is attributable to the ongoing post COVID-19 economic recovery.

**Table 8: Merger Transactions handled in FY 2021/2022 and 2022/2023**

Item	2022/2023	2021/2022
Merger transactions	29	25
Transactions excluded from the provisions of Part IV of the Act	29	27
Non-merger transactions (restructuring & advisory opinions)	43 <sup>1</sup>	39 <sup>2</sup>
Merger transaction notified to CCC	31	20
Total	132	111
Transactions carried forward	4	3

The merger notifications were predominantly from the retail (18.2%), manufacturing (16.2%), real estate (12.1%), finance & insurance (11.1%), and agriculture (11.1%) sectors. Figure 1 compares transactions handled in FY 2021/2022 and FY 2022/2023 by sectors.

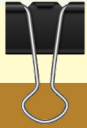
**Figure 1: Mergers Notified in FY 2021/2022 and 2022/2023**



<sup>1</sup> Made up of five (5) non-mergers and thirty-eight (38) advisory opinions

<sup>2</sup> Made up of fourteen (14) non-mergers and twenty-five (25) advisory opinions





## Sample Merger Transactions Handled

### Change of Control in a Joint Venture: Car & General (Trading) Limited and CMI Africa Holdings B.V- Joint Venture

The Authority approved a merger transaction involving the end of a joint venture (JV) between Car & General (Trading) Limited and CMI Africa Holdings B.V. through acquisition of the 50% of shares in the joint venture (Cummins C&G Holdings Limited) by Car & General (Trading) Limited. In essence, one JV party was exiting the arrangement by selling their shares to the other party.

The JV was incorporated to coordinate sales of one of the joint venture parties, CMI Africa Holdings, which did not have a market presence in Kenya. The JV was full functional since: (i) during its formation, it was intended to exist infinitely; (ii) it had a dedicated management board, and (iii) it had market access and could perform the functions normally carried out by undertakings operating in the same market. The JVs main activities are; the distribution of power generators and diesel engines, maintenance of power equipment and sale of filtration and coolants.

The other JV, Car & General (Trading) Limited, principal business activity is that of; supply, distribution, and maintenance of power equipment, household goods, agricultural tractors and implements, marine engines, motorcycles and three-wheeler vehicles, commercial laundry equipment, commercial engines, forklifts, excavators, asset financing and property holding.

The transaction involved change from joint to sole ownership of the target. Therefore, it constituted a merger under sections 2 and 41 of the Act as read together with the Competition (General) Rules, 2019, and the Consolidated Guidelines on Substantive Assessment of Mergers. The main rationale is that the selling party did not have presence in Kenya but the acquirer did. Therefore, the acquirer will be more flexible in responding to local customers' needs because of its local market knowledge than the current shareholding structure of the target. It is anticipated that this will ultimately benefit both parties to the transaction through increased sales of Cummins products in Kenya.

The Authority determined that the relevant product markets for analysis of the proposed transaction were; (i) for power generators and engines; and (ii) market for filtration in which the target's and the acquirer's activities overlap. The relevant geographic market was determined as national. The Authority's analysis determined that; there are many players in the markets; players have low market shares (20% market shares in the diesel market and 6% market shares in the market for filtration); there exists competition from solar systems (Source: Euromonitor) and direct imports by customers. Therefore, there would be no change in market structure and concentration post-merger.

Following its assessment, the Authority determined that the merger transaction was unlikely to substantially lessen or prevent competition in the markets for (a) generators and engines, and (b) filtration in Kenya. Therefore, the Authority approved the transaction without conditions.



## Public Interest Consideration – Jobs in the Flower Industry

During the review period, there was increased merger activity in the flower industry whereby capital injections into four (4) flower farms secured over **14,000** jobs in the key sector. The transactions are anticipated to strengthen Kenya's position as the leading exporter of rose cut flowers to the European Union (EU) building on its 38% market share.



### Karuturi Limited (Under Receivership)

Shalimar Flowers Kenya Limited acquired certain assets of Karuturi Limited (under receivership) and Rhea Holdings Limited (under receivership) resulting in the change of control over the business of Karuturi farm. Karuturi was in the business of growing and selling of cut flowers locally and in the international markets. The firm employs over 3,000 workers.



### Bigot Flowers Kenya

The Authority considered the proposed acquisition of the entire issued share capital of Bigot Flowers Kenya by Flamingo Horticulture Investments Limited. Naivasha-based Bigot Flowers engaged in the growing, packaging, marketing, and distribution of sustainably produced cut flowers, in particular, roses. The business employs over 10,000 workers.



### Nini Limited and Lamorna PLC

Marcoz Holding B.V. acquired the entire issued share capital of Dutch Flower Group Phima Flowers B.V., which operated two flower farms in Naivasha, Nini Limited, and Lamorna Plc. The targets were both cut-flower growers and exporters and employed over 1,500 employees. The Authority anticipates that the transaction will enable the two farms benefit from the extended international floriculture chain of the acquirer.

Following its analysis of the proposed transactions, the Authority determined that the aforementioned transactions were unlikely to occasion negative competition and public interest concerns. Therefore, the Authority approved the transactions unconditionally.



## Cooperation with the COMESA Competition Commission

The Authority continued its working relationship with the COMESA Competition Commission (CCC) in analyzing thirty-one (31) transactions in the reporting period. Key among the merger transactions handled jointly is the proposed sale and purchase of 100% of the shares in Bolloré Africa Logistics SAS (BAL) by SAS Shipping Agencies Services Sàrl (SAS Lux).

The proposed transaction involved the acquisition by SAS Lux, a wholly-owned subsidiary of MSC Mediterranean Shipping Company SA (“MSC”, together with its subsidiaries, the “MSC Group”), of 100% of BAL from Bolloré SE.

The MSC Group is active, at a global level, in container liner shipping, port handling activities, logistics, and inland transportation of containerized cargo, as well as passenger maritime transport and the cruise sector. In the Common Market, the MSC Group provides container liner shipping services, sea freight forwarding services, and inland transportation services, and had recently obtained approval from the CCC to acquire joint control of one container terminal in Mombasa (Kenya). The MSC Group is active in the following Member States: Burundi, Djibouti, Egypt, Eswatini, Kenya, Libya, Madagascar, Malawi, Mauritius, Rwanda, Somalia, Sudan, Tunisia, Uganda, Zambia, and Zimbabwe.

BAL is a French-owned group active in transport and logistics services as well as terminal activities mainly on the African continent. In the Common Market, BAL is active in the provision of terminal services, contract logistics services, inland transportation services and freight forwarding services. BAL is also active in the following Member States: Burundi, Comoros, the Democratic Republic of Congo, Djibouti, Egypt, Eswatini, Ethiopia, Kenya, Madagascar, Malawi, Rwanda, Somalia, Sudan, Tunisia, Uganda, Zambia, and Zimbabwe.

The relevant markets during the Authority’s analysis of the transaction were the markets for; (i) freight forwarding and (ii) road-based inland transport services. With regard to competition analysis within the market for freight forwarding, the Authority considered two submarkets (i) air freight forwarding and (ii) sea freight forwarding. The Authority further determined the geographical market as national.

The transaction, which was a vertical merger, would result in the merged entity having presence in four levels of the shipping sector, namely deep-sea container liner shipping, container terminal services (provided by the acquirer at the Port of Mombasa though the CCC approved acquisition of joint control of one container terminal), sea freight forwarding services, and road-based inland transportation.

The Authority’s analysis determined that, post-transaction, the merged entity was likely to gain access to commercially sensitive information regarding upstream and downstream activities of their rivals. This scenario would likely give the merged entity an unfair competitive advantage and create transparency in the markets for container liner shipping services, sea and air freight forwarding, and road-based inland transportation markets in Kenya. The CCC relied on the Authority’s findings to make a determination approving the transaction with conditions. The determination is accessible on the Commission’s Website<sup>3</sup>.

<sup>3</sup> <https://comesacompetition.org/mergers-acquisitions/notice-of-inquiry-into-the-proposed-merger-involving-sas-shipping-agencies-services-sarl-and-bollore-africa-logistics-sas/>

## ii. Restrictive Trade Practices

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The Authority regulates market conduct under Part III of the Competition Act which deals with agreements between undertakings, decisions by undertakings or concerted practices by undertakings which have as their object or effect the prevention, distortion or lessening of competition in trade in any goods or services in Kenya. Such practices include, fixing of purchase or selling prices, dividing or allocating markets, collusive tendering and sharing of commercially sensitive information.

The Authority also regulates abuse of dominant positions by undertakings. Under the Act, some practices that constitute abuse of dominance include; limiting or restricting production, market outlets/access through predatory or other practices, imposing unfair purchase of selling prices or other unfair trading conditions, among others.

The intervention of the Authority in various sectors through its enforcement activities continue to generate benefits to consumers through competitive pricing and access to a wider choice of goods and services that, through innovation, meet the varying needs of users. In furtherance of this, the Authority investigated fifty-seven (57) Restrictive Trade Practices (RTP) cases during the reporting period. Thirty-eight (38) of these cases has been finalized by the end of the financial year while nineteen (19) others were at various stages of investigation.

In addition, the Authority may, in certain compelling circumstances, grant exemptions to undertakings to engage in collusive/coordinated practices prohibited under the Act. In deciding as to whether to grant an exemption, the Authority considers if the exemption will, among others, obtains greater public benefits that outweigh lessening of competition, maintaining or promoting exports, and improving or preventing decline in production of goods or provision of services.

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**The Authority also regulates abuse of dominant positions by undertakings. Under the Act, some practices that constitute abuse of dominance include; limiting or restricting production, market outlets/access through predatory or other practices, imposing unfair purchase of selling prices or other unfair trading conditions, among others.**

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In respect of the Financial Year 2022-2023, the Authority handled four (4) exemption applications, two (2) of which were in the aviation industry, one (1) in the retail and one (1) in the agricultural sector. Two (2) applications were determined and two (2) were ongoing as at the end of the reporting period.

In addition, the Authority carried out compliance initiatives to ensure adherence to its decisions. The Authority analysed twenty-five (25) compliance cases and finalized nineteen (19). At the end of the reporting period, six (6) cases were at different stages of compliance. Further, the Authority issued advisory opinions on four (4) requests made by stakeholders.

The cases investigated were mainly from eight (8) sectors, namely: manufacturing, information and communications, transport and logistics, professional associations, retail and distribution, Insurance, Agriculture and Construction.



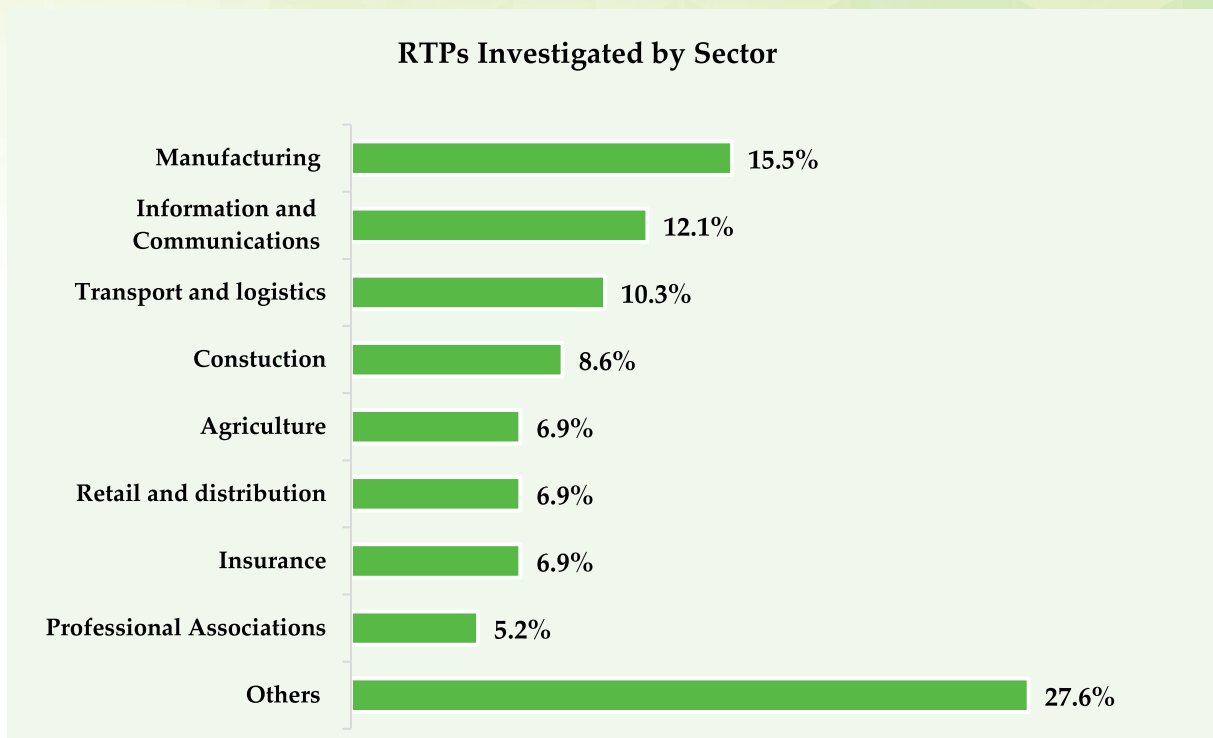


Figure 2: RTPs Investigated by Sector FY 2022/23

Majority of the RTP cases investigated were in the manufacturing, information and communication, transport and logistics, and professional associations and retail and distribution sectors that constituted 16%, 12%, 16%, 5%, 5%, respectively, of the matters handled. The other sectors like energy, airline cargo, beer/ alcohol, broadcasting, horticulture, importation, sports, reinsurance and insurance sectors accounted for 28%.

The specific restrictive trade practice cases, exemption applications and compliance cases handled during the period under review are provided in Annexure 4.

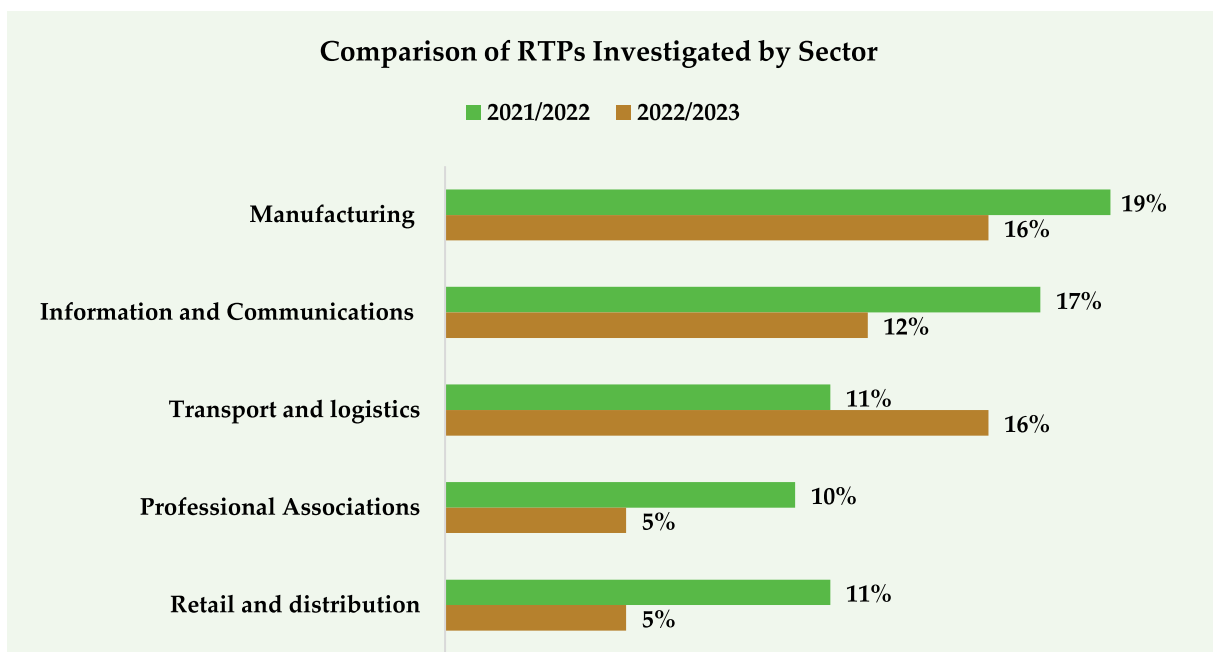


Figure 3: Comparison of RTP Cases Investigated in FY 2022/23 and FY 2021/22 by Sector

The figure above indicates that transport and logistics sectors experienced an increase in RTP cases investigated by the Authority during the year under review.



### Sample RTP Cases Investigated

#### ① Vertical Restraint: Atlas Tower Kenya Limited against Airtel Africa and American Tower Corporation

The Authority received a complaint from Atlas Tower Kenya Limited (“Atlas”) regarding an agreement entered into between Airtel Africa (“Airtel”) and American Tower Corporation (“ATC”). The complainant alleged that the agreement contained a term that amounted to a discount scheme requiring Airtel to take up some ATC’s sites annually (the “Annual Quota”). In return, ATC would provide Airtel with a financial rebate (the “Rebate Incentive”).

The complainant further alleged that the Rebate Incentive reduced Airtel’s ability or willingness to collocate on any of ATC’s competitor telecommunication infrastructure, thereby diminishing competition in the market.

The Authority reviewed the complaint in line with sections 23 and 24 of the Act which define dominance and the practices that constitute abuse of dominance. The complaint was also assessed based on the Authority’s Consolidated Guidelines on Restrictive Trade Practices that stipulates that assessment of vertical agreements require establishing dominance and market power at either level of the supply chain, or both. The Authority’s investigations determined that:

- i. There existed a vertical relationship between Airtel (a service provider) and ATC (an infrastructure owner);
- ii. ATC Kenya held 38.81% of the total market shares in the passive infrastructure market in Kenya while Airtel Kenya held 0.93% of these shares; and
- iii. Neither ATC nor Airtel had dominance or market power in their respective markets.

The Authority closed the matter since the threshold for dominance required by section 23 of the Act was not satisfied against Airtel Kenya and ATC Kenya.



#### Exemption:

#### ① American Airlines Inc and Qatar Airways Group

American Airlines Inc. (AA) and Qatar Airways Group (QR) applied to the Authority for exemption on restrictive clauses in their proposed Strategic Alliance Agreement for a period of ten (10) years. Specifically, the two entities applied to be granted exemption on clauses relating to; coordination of scheduled passenger services, code sharing, co-ordination for joint capacity, revenue planning and management, metal neutral selling, alignment of pricing, inventory management, discounts and marketing as well as frequent flyer programs.

The Authority analysed the exemption application under section 26(3) of the Act to determine whether allowing the parties to implement the restrictive clauses would generate more benefits to the public than lessening of competition.

The Authority's assessment of the application determined that the public would benefit from stimulation of demand by leisure travellers and enhance Kenya's vital tourism sector. It was also envisaged that the arrangement would lower fares by eliminating double marginalization, increase frequencies on the existing trunk routes, enhance connecting flights, and improved customer experience that includes improved airport connections.

Premised on the foregoing, the Authority granted exemption for five (5) years.



## Compliance:

### CAK vs Akiyda 2000 Limited

The Authority received growing concerns on the use of unsubstantiated nutritional claims by bread manufacturers and therefore conducted a market screening. Upon conclusion, it made a finding that Akiyda's bread products did not have the day and month of manufacture and the day of expiry was omitted. Additionally, the expiry date was given as "Best before" instead of "Sell by" and that the bread had claims of fortification with vitamins and minerals. However, the specific minerals and vitamins were not indicated.

Subsequently, the Authority required Akiyda 2000 Limited to undertake the following remedial measures:

- a) Revise the information on the wrappers as per the requirements of the KS EAS 43: 2012 standard on labelling of Pre-packaged Foods and KS EAS 38: 2014. Specifically, they were required to include;
  - i. the specific minerals and vitamins e.g. Vitamin A, B, C and fortification;
  - ii. the date and month of manufacture; and
  - iii. insertion of the information "Sell By" as opposed to the use of "Best Before".
- a) Institute a consumer compliance program aimed at sensitizing its staff on the provisions of the Act; and
- b) Installation of label printing machines.

Premised on the above, the Authority carried out a compliance check to establish whether adequate information was displayed on the bread labels as stipulated in the Act and the aforementioned standards.

It was established that Akiyda had fully complied with the Authority's orders by installing the label printing machines in all its production plants countrywide, and was providing relevant information on the wrappers as per the requirements of KS EAS 38: 2014 and the KS EAS 43: 2012 standard on labelling of Pre-packaged foods.

### iii. Abuse of Buyer Power

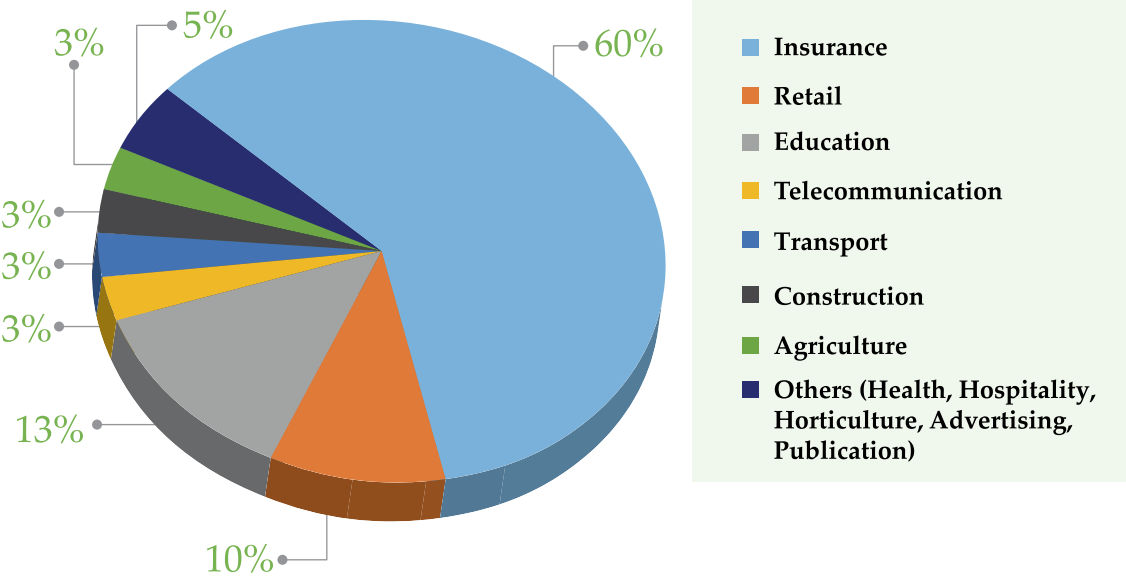
The Authority investigated one hundred and fourteen (114) cases of abuse of buyer power, out of which fifty-six (56), equivalent to 49.1%, were new complaints. Seventy-five (75) cases were finalized, representing a 66.4% completion rate.

Further, KES. 45,427,467.00 delayed payments owed to suppliers, most of them being Small and Medium Enterprises (SMEs), were recovered, thereby securing jobs and contributing to their sustainability. This was an increase of 86.8% compared to the total amount of KES. 24,384,970.19 recovered in the previous financial year. The increase in the amount recovered is attributable to the enhanced awareness among the stakeholders about the Authority’s role in sanctioning ABP and the efficiency in the Authority’s processes in handling ABP complaints.

The ABP cases investigated were from thirteen (13) sectors namely: insurance, retail, e-commerce, telecommunication, transport, construction, agriculture, health, advertising, publication, education, hospitality, and horticulture. Cases relating to incidences of ABP in the insurance sector reduced in the year under review by 24.4%, which is attributable to increased interventions in this sector, thereby bolstering compliance.

**Table 9: ABP Cases Investigated by Sector**

Sectors	Number of Cases   FY 2022/23	Number of Cases   FY 2021/22
1 Insurance	68	90
2 Retail	12	22
3 Manufacturing	-	4
4 Telecommunication	4	4
5 Transport	3	2
6 Construction	3	1
8 Agriculture	3	1
9 Others*	21	1
<b>TOTAL</b>	<b>114</b>	<b>125</b>



*Figure 4: ABP Cases Investigated by Sector FY 2022/23*



The majority of ABP complaints investigated related to delayed payments (86.4%). Other conducts investigated included unilateral termination of contract (6%), demand for preferential terms (3%), transfer of costs (2%), unilateral variation of contract terms (1%), transfer of commercial risk (1%) and unfair tender requirement (1%).

**Table 10: ABP Cases by Conduct FY 2022/23**

Conduct in ABP	No. of Cases	%
Delayed payment	102	86.4%
Unilateral termination	7	5.9%
Demand for preferential terms	4	3.4%
Transfer of cost	2	1.7%
Unilateral variation	1	0.8%
Transfer of commercial risks	1	0.8%
Unfair tender requirements	1	0.8%
<b>TOTAL</b>	<b>118*</b>	<b>100%</b>

\* The discrepancy between the 114 recorded cases and 118 reported here is due to a case involving more than one conduct. e.g. a complaint against a retailer where there has been demand for preferential terms as well as transfer of costs.

The Authority facilitated resolution of 23.4% of the cases through alternative dispute resolution mechanism between the parties, compared to the 13% recorded in the previous financial year. On the other hand, cases closed due to non-cooperation by complainants reduced by 84% from 16% in the previous financial year to 2.6% in the period under review. This increase in cooperation by complainants is attributable to enhanced stakeholder sensitization by the Authority.

Other cases were closed for various reasons including; the conduct did not amount to ABP (16.0%); transferred to other government agencies (44.0%); settlement under section 38 (24.0%), referred to Retail Sector Dispute Settlement Committee (2.7%); were time barred (2.7%); lack of cooperation by complainant Rule 34(5)(b) (2.7%); lack of jurisdiction (2.7%); and others (5.3%).



**114**

Number of cases of abuse of buyer power investigated by the Authority out of which fifty-six (56), equivalent to 49.1%, were new complaints. Seventy-five (75) cases were finalized, representing a 66.4% completion rate.



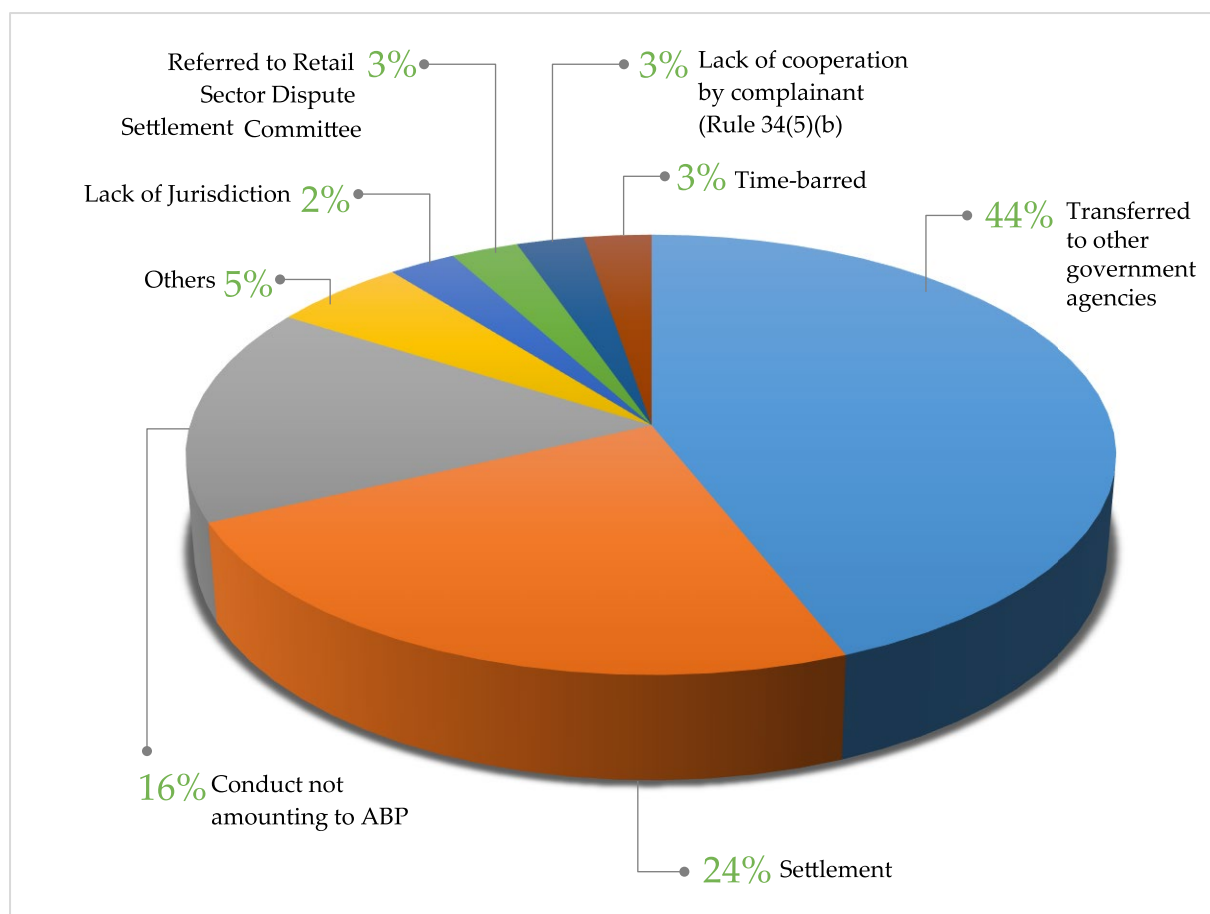
**23.4%**

Percentage of cases the Authority facilitated through alternative dispute resolution mechanism between the parties, compared to the 13% recorded in the previous financial year

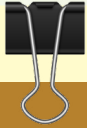
**Table 11: ABP Enforcement Findings FY 2022/2023**

<b>ABP Enforcement Findings</b>	<b>No. of cases</b>	<b>% Representation</b>
Transferred to other government agencies	33	44.0%
Settlement	18	24.0%
Conduct not amounting to ABP	12	16.0%
Lack of Jurisdiction	2	2.7%
Referred to Retail Sector Dispute Settlement Committee	2	2.7%
Lack of cooperation by complainant Rule 34(5)(b)	2	2.7%
Time-barred	2	2.7%
Others*	4	5.3%
<b>Total</b>	<b>75</b>	<b>100</b>

*\*Others\* include; Accused placed under statutory management, determination by the Authority, ongoing court proceedings and termination of investigations.*



**Figure 5: ABP Enforcement Findings FY 2022/23**



## Sample Buyer Power Case Highlights

### ⑤ Delayed Payment: Arturo Paiva/ Globodent LLC (Globodent) and Dental Art Centre Malindi (Dental Art)

The Authority received a complaint from Arturo Paiva/Globodent LLC (Globodent), a manufacturing limited liability company registered in Texas – United State of America, against Dental Art Centre Malindi (Dental Art) which majorly deals with provision of dental healthcare. Dental Art’s core speciality is preventive conservative and cosmetic dentistry.

Globodent entered into a contract with Dental Art on 23<sup>rd</sup> April, 2020 where the latter was to be an authorized Globodent products reseller for the purchase and resale of its branded professional dental products in Kenya, Tanzania, Rwanda and Uganda. Globodent claimed that Dental Art delayed payments amounting to USD 8,243.75 inclusive of late payment fees without justifiable reason.

The Authority established that Dental Art did not have buyer power against Globodent and, consequently, the conduct complained of did not qualify as abuse of buyer power as contemplated under sections 24A (1), (5)(a) of the Act. Additionally, analysis based on section 24A(4)(a), revealed that the complainant wielded a higher bargaining position compared to the accused in determination of the contract terms. The Authority deduced that the complainant unilaterally drew the contract where the accused was required to sign and abide by the terms of the contract. Further, imposition of late payment fees, which was not in the terms of the contract, firmed up this argument. Premised on the foregoing, the Authority concluded that the conduct did not fall within the threshold for abuse of buyer power and advised the complainant to pursue alternative remedies.



### ⑤ Alternative Dispute Resolution: Anez Catering Ltd (Anez) and Hillcrest Investments Limited (Hillcrest)

Anez Catering Ltd (Anez), a limited liability company registered under the Companies Act in Kenya, presented a complaint against Hillcrest Investments Limited (Hillcrest), claiming that Hillcrest had, without a justifiable reason, delayed payments totalling KES. 9,961,112 for Catering services rendered to Hillcrest School owned by Hillcrest Investment Limited. Anez claimed to have provided catering services as contracted and invoiced Hillcrest School accordingly, it did provide various documentary evidence thereto to support its complaint.

Hillcrest reached out to the Authority indicating that it had been facing challenges with cash flow and operational issues due to COVID-19 pandemic but confirmed engagements with Anez to undertake a reconciliation exercise and agree on settlement plan for the pending delayed payments. The Authority facilitated the parties to settle the matter amicably. Hillcrest settled the outstanding amount of KES. 7,904,840.00 thereby averting potential job losses due to constrained financial capacity and operations of the relevant catering services provider.



KES 45,427,467

Amount in delayed payments owed to suppliers recovered through the Authority's facilitation, thereby securing jobs and contributing to SMEs sustainability.



13

Sectors the ABP cases investigated by the Authority, namely: insurance, retail, e-commerce, telecommunication, transport, construction, agriculture, health, advertising, publication, education, hospitality, and horticulture



### Delayed Payments: Motor Care Limited and Jubilee Insurance Company of Kenya Limited

The Authority received a complaint from Motor Care Limited (Motor Care) regarding non-payment of motor vehicle repair services offered to Jubilee Insurance Company of Kenya Limited (Jubilee). Motor Care alleged that Jubilee authorized it to repair motor vehicles for its insured clients, and that in spite of conducting the repairs and invoicing for works done, Jubilee delayed payments amounting to KES 2,255,352.

The Authority reviewed the complaint pursuant to sections 2 and 24A of the Act that, respectively, provide for definition of buyer power and conduct that amounts to abuse of buyer power offences. In addition, the Authority assessed the complaint against the Buyer Power Guidelines 2022, specifically Guidelines 43 – 49 that sets out the factors taken into account when determining presence of buyer power. Preliminary analysis showed that there are 38 companies in the insurance market offering general insurance and over 168 motor vehicle garages registered under the Kenya Motor Repairers Association (KEMRA).

Due to this imbalance in market dynamics, motor repairers were determined to be dependent on insurance companies for work. The insurance firms have no influence in determination of contract terms. In addition, insurance companies enjoyed a ready market of service providers therefore allowing them to easily switch to other service providers. Based on the assessment, the Authority established that the accused had buyer power over the complainant and that it had abused that power by delaying payments contrary to section 24A (1) of the Act.

Subsequently, the Authority engaged the accused through issuance of a Notice of Investigations, pursuant to section 31 of the Act outlining the claims by Motor Care. The accused responded to the Authority's Notice and presented evidence illustrating its reasons for the non-payment. Analysis of both party's evidences revealed glaring inconsistencies and unexplainable anomalies in the supporting documentation submitted by Motor Care.

The Authority determined that while the accused had buyer power over the complainant, the delay in payment was occasioned by justifiable reasons as guided in section 24A(5)(a) of the Act, specifically inconsistencies that imply forgery that fall outside of the Authority's mandate. The matter was closed.



## iv. Consumer Protection

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The Authority's consumer protection mandate under Part VI of the Act is derived from Article 46 of the Constitution of Kenya, 2010 which provides for various rights of Kenyan consumers. It provides that consumers have a right to:

- i. Goods and services of reasonable quality;
- ii. Information necessary for them to gain full benefit from goods and services;
- iii. The protection of their health, safety and economic interests; and
- iv. Compensation for loss or injury arising from defects in goods and services.

The Act empowers the Authority to receive and investigate complaints relating to false or misleading conduct, unconscionable conduct, as well as product safety, unsuitable and defective products. The Authority also creates awareness to consumers in regards to their rights and obligations under the Constitution of Kenya and the provisions of the Act, respectively. Further, the Authority promotes the creation of and collaboration with consumer bodies to increase consumer awareness and protection. This is in addition to its role in advising the government on all matters relating to consumer protection.

The Authority investigated five hundred and twenty-one (521) consumer violation cases in FY 2022/2023, an increase by 30%, from four hundred and one (401) cases in FY 2021/2022, which mirrors increased awareness by consumers on their rights. Three-hundred and seventeen (317) cases were concluded, representing 61% of the cases lodged with the Authority.

Over 90% of the consumer complaints in the year under review were on alleged violations of the Act in relation to false or misleading representations and unconscionable conduct. The complaints were drawn from seventeen (17) sectors of the economy, with manufacturing and financial services recording the highest number of consumer violations, followed by Wholesale and Retail and the aviation.

The Aviation sector recorded the highest increase in number of consumer complaints from 2% in 2021/2022 to 19% in 2022/2023 marked by refusal to refund the consumers after cancellation and rescheduling of flights by airlines that fly to local destinations. Complaints in the financial services sector were mainly against non-deposit taking microfinance institutions. The FY under review also saw the Authority receive an increased number of complaints relating to scams and fraud, mainly in e-commerce and trade which are criminal in nature. The Authority, in the FY 2023-2024 will work with the Directorate of Criminal Investigations (DCI) to address these criminal cases.

In its endeavour to ensure quick redress of consumer complaints, the Authority collaborated with sector regulators including Kenya Bureau of Standards (KEBS), Insurance Regulatory Authority (IRA), Central Bank of Kenya (CBK), Communications Authority (CA), Sacco Societies Regulatory Authority (SASRA), Capital Markets Authority (CMA), and Kenya Civil Aviation Authority (KCAA). The collaboration was in relation to addressing consumer complaints in the specific sectors. This enabled the effective resolution of the consumer issues. For instance, in exercise of its mandate under section 67 of the Act, the Authority collaborated with KEBS on consumer matters involving product information and safety standards and referred consumer cases to specialized government agencies pursuant to section 68 of the Act.

Table 12 shows the consumer violation cases handled in the period under review and Figure 6 makes a comparison on the cases handled in FY 2021/22 and FY 2022/23. There was an increase in the number of cases investigated across sectors, with complaints being received from new sectors such as real estate (housing), arts recreation and entertainment and water supply. The aviation sector recorded the highest increase of 17% from the previous year. However, sectors such as wholesale and retail trade, telecommunication, construction and professional services recorded a reduction of complaints.

Consumer savings realized in FY 2022/23 are estimated at KES 19,655,074 compared to KES 6,923,172 in FY 2020/21, translating to 184% increase in savings. This corresponds to the increased number of cases handled.

**Table 12: Consumer Violation cases handled in the FY 2022/2023**

Sector	Number of Cases	Representation (%)
Manufacturing	112	21.50
Financial Services	100	19.20
Wholesale and retail trade	102	19.60
Aviation	97	18.60
E-commerce	41	7.90
Telecommunication	20	3.80
Transport and Storage	12	2.30
Repair & Other Services	9	1.70
Health	5	0.90
Real estate (Housing)	5	0.90
Professional services	4	0.80
Electricity and Gas (Energy)	3	0.60
Education	3	0.60
Arts Recreation and Entertainment	3	0.60
Water Supply	2	0.40
Accommodation	2	0.40
Construction	1	0.20
<b>Total</b>	<b>521</b>	<b>100</b>

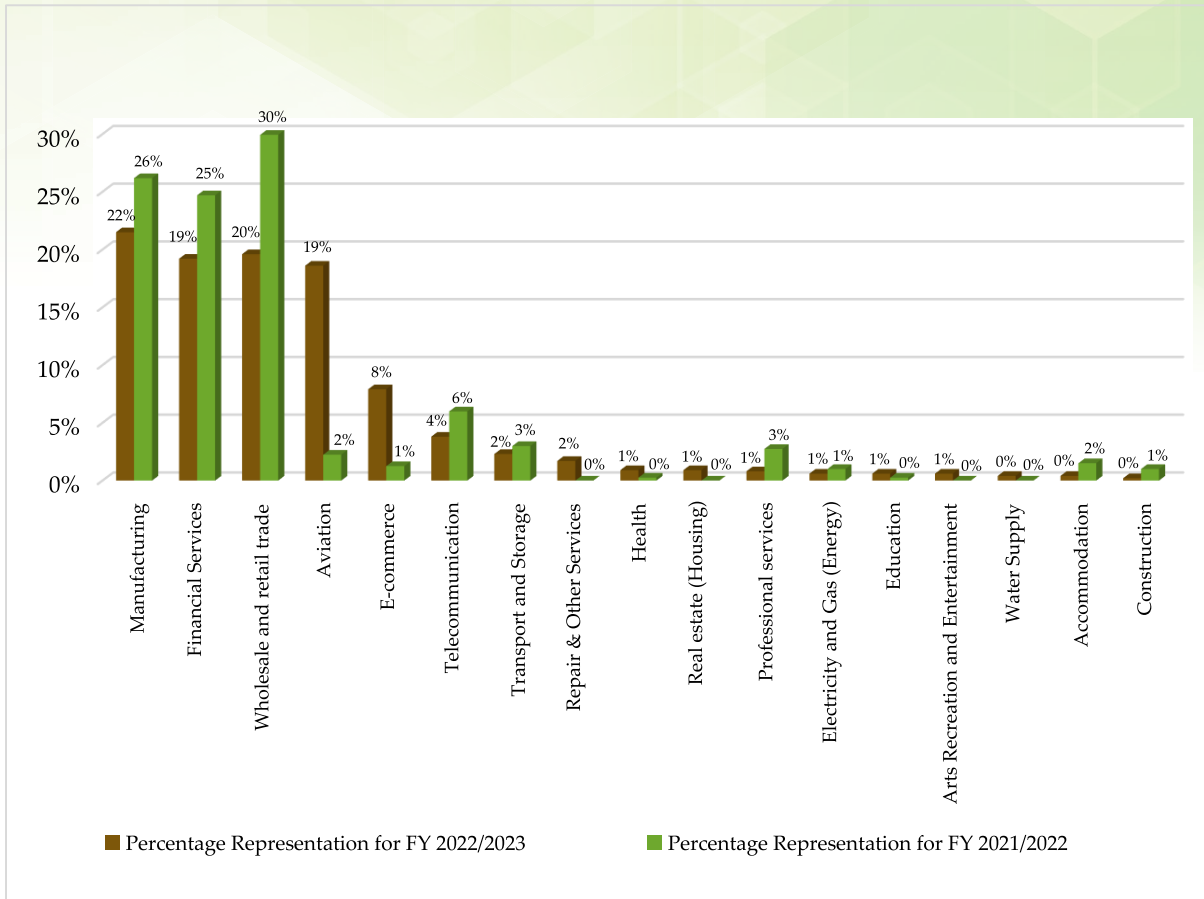
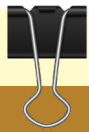


Figure 6: Consumer Violation cases handled in FY 2021/2022 and FY 2022/2023

Pursuant to its mandate, the Authority continues to investigate alleged consumer violations by manufacturers, airlines and non-deposit taking financial institutions, specifically on food safety, refusal to refund and non-disclosure of fees and charges respectively.



### Sample Consumer Violation Cases

#### False or Misleading Representations and Unconscionable Conduct: Family Bank Limited

The Authority received a complaint from a former employee of Family Bank Limited (Family Bank), alleging that she had a bank mortgage loan that she was servicing from 2004-2015. On exiting the employment in 2015, she was given an exit letter that gave assurance that her mortgage terms including a waiver of interest rates would be upheld, only for the bank to renege a year later after she was unable to service the loan as expected due to financial constraints. Further, in 2017 the bank unilaterally debited and overdraw her account with a total of KES. 399,800.00, to settle legal fees relating to court injunction proceedings initiated by the complainant.

Pursuant to section 70(A) as read together with section 31 of the Act, the Authority undertook investigations into the alleged conduct for probable violations of sections 55 (a)(ii) (v) and 56 (1) which relate to false or misleading representations and unconscionable conduct. The unconscionable conduct was assessed against the requirements of sub-section 56 (2) (a) (b) and (d) of the Act.

The Bank entered into a settlement with the Authority and waived the interest rates and refunded the complainant with a total sum of KES 1,415, 604.20.

As a result of the Authority's intervention, the consumer was refunded KES 1.4 million which was to be waived and for the overdrawn legal fees.



### ⑤ False or Misleading Representations and Unconscionable Conduct: Kenya Commercial Bank Ltd (KCB)

The Authority received a complaint from a consumer who had borrowed KES 240,000 through a KCB Platinum Credit Card and was charged 6% cash advance interest at the ATM. Information on the bank's Website indicated that Platinum Credit Card holders were entitled to a 45-day interest-free period. Therefore, the complaint expected this period to lapse on 30<sup>th</sup> April, 2022. On 23<sup>rd</sup> April, 2022, the complaint settled the full amount due (KES 254,602), inclusive the aforementioned 6% cash advance interest. Upon interrogating the statement of the credit card, the complainant discovered the bank had charged a late payment interest of KES 12,724 and a debit interest of KES 8,857, totalling to KES 21,581. After seeking an enquiry regarding the unexplained charges, the consumer was informed that credit card billing is conducted on the 15<sup>th</sup> day of every month and that payment ought to be done on or before the 30<sup>th</sup> day of every month. Therefore, the complainant's failure to make any payment on or before 30<sup>th</sup> March, 2022 resulted in the late payment fee and debit interest. The complainant had not been informed of the billing and repayment cycles beforehand.

The Authority undertook investigations pursuant to section 70(A) as read together with section 31 of the Act, assessing the conduct under sections 55 (a)(ii) (v) and 56 (1) which relate to false or misleading representations and unconscionable conduct. The unconscionable conduct was assessed against the requirements of sub-section 56 (2) (a) (b) and (d) of the Act.

KCB entered into a settlement agreement with the Authority committing to waive and refund the late payment interest and debit charges of KES 21,581.98 and update its website by providing a clear explanation that the 45-day interest free period offered to their credit card holders. In addition, KCB committed to provide public information clearly explaining the 45-day interest free period offered to Card holders, and ensure sensitization of its staff on the Consumer Protection obligations under the Competition Act.





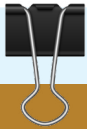
## ➤ False or Misleading Representations and Unconscionable Conduct: East African Portland Cement Company Ltd

The Authority received two (2) complaints against East African Portland Cement Company Ltd (EAPCC), citing similar allegations on failure to deliver and delays in delivery of the purchased products.

Pursuant to section 70(A) as read together with section 31 of the Act, the Authority undertook investigations into the alleged conduct for probable violations of sections 55 (a) (ii), (b) (v) and 56 (1) of the Act, which relate to false or misleading representations and unconscionable conduct. The unconscionable conduct was assessed against the requirements of section 56 (2)(a), (d) and (e) of the Act.

As part of the settlement, the accused agreed to refund the complainant a total sum of KES. 147,500.00 and for the other complainant they delivered 200 bags of cement.

Consequently, the Authority issued a warning letter to EAPCC where they were informed that similar conduct in future will attract more deterrent measures.



## ➤ False or Misleading Representations and Unconscionable Conduct: E-Commerce Platforms

The Authority has seen the increase in complaints from consumers purchasing goods online, either from licensed e-commerce platforms or from suppliers using social media networks to market their products. A review of the complaints from consumers, the alleged conduct reveal the manipulation of consumer choice through perpetuating dark commercial patterns. Dark commercial patterns are features which exploit behavioural biases by complicating, hiding, or omitting information, or by employing manipulative design elements, in order to trick consumers into purchasing a product online. Some of the dark commercial patterns may take the form of: hidden costs/ drip pricing; hidden subscriptions; supply of defective goods; non- refund and redress policies; disguised advertising; false urgency, creating the impression that a consumer will miss out on a deal; and privacy concerns.

The Authority received a complaint from a consumer who purchased books online from Text Book Centre Ltd. The website had indicated that any purchase of books will attract “free delivery”. After purchasing, the complainant was informed that he would be charged for delivery since the free delivery was only for post office delivery. The Authority also handled complaints against Jumia Kenya Limited where a consumer purchase food online and the order was cancelled without a refund. After the Authority’s intervention, the consumer was refunded his money. Another complaint against Jambo Shoppe Limited was in relation to a consumer

who purchased shoes, but upon receiving, they were of the wrong size and Jambo Shoppe were unwilling to remedy the situation. The Authority intervened in the matter and the consumer was refunded his money.

Due to the convenience buoyed by relatively high-speed internet and availability of smart phone devices, Kenyans are now purchasing goods and services through e-commerce platforms. This means that, there will be an increase in complaints against e-commerce platforms manipulating consumers through dark commercial patterns. The Authority will continue exercising its authority under the Act to resolve them.



## 🔍 Collaboration with the Kenya Institute of Curriculum Development

The Authority is mandated to advise the Government on all matters relating to competition and consumer welfare in the national economy. In addition, the Authority promotes public knowledge, awareness and understanding of the obligations, rights and remedies under the Act.

In furtherance of this, the Authority collaborated with the Kenya Institute of Curriculum Development (KICD) to mainstream and integrate Competition & Consumer Protection Literacy (C&CPL) into the Competency Based Curriculum (CBC), specifically in Junior Secondary School (JSS), Senior Secondary School (SSS) and teacher education curriculum. These concepts have now been mainstreamed. It is estimated that over 3 million learners transiting into Junior Secondary School will benefit from the awareness.

The Authority also collaborated with other financial sector regulators, Central Bank of Kenya (CBK); Sacco Societies Regulatory Authority (SASRA); Retirement Benefits Authority (RBA); Capital Markets Authority (CMA); and Kenya Revenue Authority (KRA) to conceptualise the financial literacy programme being implemented by KICD with support from Old Mutual. To this effect, a pilot programme on financial literacy was carried out in four (4) regions out of eight (8) in Kenya namely; Central, Eastern, Rift Valley and Nyanza. The purpose of the induction and pilot rollout was to; create awareness on the financial literacy programme in JSS and train education field officers and teachers on how to access the financial literacy programme online, help in identifying challenges that may be encountered by JSS teachers during training and national rollout and collection of data that will help in enhancement and improvement of the course before national rollout.



## ⑤ Cooperation with COMESA Competition Commission on Consumer Protection

The Authority works closely with COMESA Competition Commission (CCC) on the protection of consumers in the Common Market. Through the COMESA Consumer Protection Committee chaired by CCC, the Authority has played an instrumental in sharing its experiences in undertaking consumer related investigations. Through the Committee, the Authority has articulated strategies to enhance consumer protection in the region.

During the period under review, the Authority worked together with CCC to investigate whether products that had been recalled from other jurisdictions were in the country. For instance, the Authority collaborated with CCC in interrogating the recall of certain batches of Kinder Chocolates by Ferrero International across different countries due to salmonella contamination. CCC had issued a warning notice to its Member States on the recall.

The Authority consulted the Kenya Bureau of Standards (KEBS) to determine if the products were present in Kenya pursuant to section 67 of the Act. Investigations did not find any evidence of the presence of the Kinder products that were subject to the recall in Europe in the Kenyan market. It was also established that the Kinder products sold locally were sourced from Italy and India, as the countries of origin. KEBS confirmed to the Authority that sample Kinder variants that were tested were free from the Salmonella contaminant and therefore compliant with relevant standards in Kenya.









## STRATEGIC GOAL 2: RESEARCH AND ADVOCACY

The Authority conducts market inquiries, studies and research into matters relating to competition and consumer protection. Premised on the foregoing, the Authority conducted one (1) market inquiry and two (2) market studies informed by emerging concerns in the business environment.

The Act also empowers the Authority to conduct competition advocacy initiative as one of the main pillars of contemporary competition law. This is aimed at creating, expanding and strengthening awareness of competition law and policy in the economy. Advocacy has been instrumental to the Authority in obtaining increasing willingness and compliance by stakeholders on competition law and policy enforcement. In the year under review, twenty-six (26) advocacy engagements were conducted as illustrated in Table 13.

The Authority undertook the following policy, research and competition advocacy initiatives:

### **i. Market Inquiry**

#### **a) Online Food and Groceries Delivery platforms**

The Authority carried out a market inquiry into the online food and groceries delivery platforms whose main objectives were to:

- i. Identify players and services involved in digital platforms (e-commerce) business model in Kenya and examine the relationships between the platforms and the users with focus to the competition parameters (market power and conduct) and concerns amongst the players;
- ii. Assess the role of data in operating multi-sided online (e-commerce) platforms, customer acquisition, retention as well as data portability; and e-payment services and their importance in relation to the digital markets (e-commerce) business model;
- iii. Better understand the consumer protection concerns with a view to providing redress mechanisms available for consumers when shopping through online marketplaces; and
- iv. Assess the relevance of the existing regulatory framework and its applicability in the digital markets, to guide better policymaking.

The process of the market inquiry was ongoing as at the close of the reporting period. This inquiry will be finalized in the financial year 2023/2024.

## ii. Market Studies

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### a) Impact Assessment of Decisions

In 2019, the Authority approved an acquisition of a controlling stake in Almasi Beverages Limited by Coca-Cola SABCO (East Africa) Limited. The transaction involved acquisition of 53.95% of the issued share Capital of Almasi Beverages Limited (Almasi) from Centum Investments Company PLC (“Centum”) by Coca-Cola Sabco (East Africa) Limited (CCSEA). The Authority approved the merger on condition, *inter alia*, that the merged entity shall reserve the lower deck or not less than 20% of the total storage space of the coolers lent to SMEs for products of competitors except for the brands of the Coca-Cola Company’s three (3) largest global Non-Alcoholic Ready to Drink (NARTD) competitors.

In 2018, the Authority conducted investigations in the paints manufacturing sector. Upon conclusion of the investigation, the Authority established that some paint manufacturers had cartelised on prices and transport charges to the detriment of consumers. The Authority imposed a financial penalty on four (4) paint companies found culpable of breaking the Competition Act.

Based on the foregoing, the Authority carried out a market study to assess the impact of the decisions in the paints manufacturing and Non-Alcoholic Ready-to-Drinks (NARTDs) beverage sectors. The objectives of the study were:

- i. To assess the market situation, post intervention in terms of consumer savings, access to goods and services, enhanced product and services, variety and quality, discount and pricing benefits, products and services innovation and improved incomes of small suppliers, MSMEs and, investment into the economy;
- ii. To provide a basis for the Authority to improve the quality and accountability of its decisions, and demonstrate the welfare changes of enforcing competition law and policy in line with its motto of creating efficient markets for consumers;
- iii. To evaluate the assumptions on which the merger determination and cartel decisions were based in order to improve the design and implementation of remedies and increase its knowledge in analysis; and
- iv. To assess the impact of the Authority’s merger decision on the economy in general and specifically, on the producers, consumers and SMEs.

The preliminary findings were that;

- i. The Authority’s decision in the paints sector benefitted the consumers through price reduction of paint products between 2018 and 2022.
- ii. The intervention enabled entry of more players in the market especially SMEs in the market.
- iii. The intervention benefitted paint consumers through availability of wider variety of paints and increased innovation as the decision ensured sustained competition.

- iv. The Authority's merger decision in the NARTDs sector did not have a glaring consumer price reduction benefits, nonetheless consumers benefitted through wider choices, sustained supply of their preferred soda and water brands, presence of innovative products.
- v. The NARTDs market similarly remained competitive and SMEs producers were able to access the market and provide competition to Coca-Cola products in product segments such as energy drinks and water.

The process of the market study was ongoing as at the close of the reporting period. This inquiry will be finalized in the FY 2023/2024.

## b) Digital Platforms Surveillance

The Authority conducted a surveillance focusing on digital marketplaces offering varied categories of products including food, grocery, pharmaceutical and medicaments, e-commerce - B2C (business-to-consumer) marketplaces, mobile devices & accessories, couriers and retailers.

The objectives of the study were to;

- i. Inform the Authority on the dynamics of the digital markets ecosystem.
- ii. Identify actual or likely incidences of abuse of buyer power.
- iii. Establish the adequacy or otherwise of the current legal provisions in addressing possible abuse of a superior bargaining position in the markets.

The findings of the study were;

- i. The platforms, being a gateway to consumers, tended to be in a relatively superior bargaining position in the commercial relationship with vendors giving them the power to impose unfair terms and conditions.
- ii. Sections 2 and 24A of the Act that define buyer power and create the offence of abuse of buyer power, respectively, are not adequate to address possible abuse on platform markets. The two provisions confine themselves to commercial contracts between buyers and sellers whereas the commercial relationships on digital platforms do not fit that narrow description.

The study recommended that there is need to amend the Act to include regulation of superior bargaining power that would cover a broad spectrum of markets in order to safeguard and promote competition, deter instances of abuse of buyer power and enhance consumer welfare in the digital platforms.

### iii. Stakeholder Engagement

The Authority participated in various partnerships and networking initiatives and stakeholder engagement activities aimed at sharing information and experiences, learning and adopting international best practices on competition, consumer protection law and deterrence of abuse of buyer power. These are summarized in Table 13:

**Table 13: Stakeholders Engagement during the FY 2022/2023**

No.	Event/Forum	Stakeholders Engaged	Objective / key message	Expected Outcome
1.	African Competition Forum (ACF) Workshops	ACF Members	Exchange knowledge and experience in competition advocacy and enforcement on mergers and cartel across African jurisdictions.	Best practices on competition enforcement on mergers and cartels adopted.
2.	International Competition Network (ICN)	International Competition Network (ICN) members	Exchange knowledge and experience in competition advocacy and enforcement across jurisdictions on mergers, cartels and unilateral conduct.	Best practices on competition enforcement with regard to on mergers, cartels and unilateral conduct adopted.
3.	Sensitization of members of Kenya Transporters Association (KTA)	The management and members of KTA	Sensitize members of KTA on the provisions of the Act on restrictive trade practices especially on price recommendations, abuse of dominance and abuse of buyer power.	To avert future incidences of mandatory price recommendations by the Association to its members as well as other violations of the Act.
4.	Sensitization of Advocates of the High Court in Kenya	Advocates of the High Court from Kakamega, Eldoret and Nakuru LSK branches	Sensitize advocates on the provisions of the Competition Law and Policy to increase compliance with the Act	Enhanced awareness on the Authority's processes among the Advocates.
5.	Guest lecture on Mergers & Acquisitions and the role of the Competition Authority of Kenya	Strathmore University MSc students	Sensitize Strathmore University students on Mergers and Acquisitions and the role of CAK.	Increased awareness on competition law and to promote compliance with the Act among the students and the lecturers.
6.	Guest lecture on mergers and acquisitions on the role of CAK and the legal practitioner	MSc students and Lecturers	<ul style="list-style-type: none"> <li>To entrench the Authority as a Centre for Competition and Consumer Protection</li> </ul>	Increased awareness on competition law and to promote compliance with the Act among the students and the lecturers.



No.	Event/Forum	Stakeholders Engaged	Objective / key message	Expected Outcome
			<ul style="list-style-type: none"> <li>• Guide students on possible career paths in Competition Law that can be pursued upon being admitted to the bar</li> <li>• Sensitize students on Mergers and Acquisitions and the role of CAK.</li> </ul>	
7.	Sensitization of students and teachers in Marsabit and Isiolo Counties	Students and teachers	Promote understanding and application of competition law and policy and consumer protection;	Increased awareness and understanding of the competition law and promote increased compliance with the Act.
8.	Sensitization of insurance sector players on abuse of buyer power in Mombasa County	Motor Assessors Association of Kenya (MAAK)	Sensitized on the provisions of the Competition Act on abuse of Buyer Power to increase compliance.	Increased awareness of the provisions of the Act with regard to the abuse of buyer power.
9.	Sensitization of manufacturing sector players on abuse of buyer power in Kiambu and Mombasa Counties.	Kenya Association of Manufacturers (KAM) members	Promoting public knowledge, awareness and understating of the Act and buyer power provisions enforcement procedures to increase compliance with the Competition Act.	Increased awareness of the Act and Buyer Power Enforcement Procedures
10.	Sensitization of Micro and Small and Medium Enterprises (MSMEs) on abuse of buyer power in Nakuru County	Micro and Small and Medium Enterprises (MSMEs)	Promoting public knowledge, awareness and understating of the Act and buyer power provisions enforcement procedures to increase compliance with the Competition Act.	Increased awareness of the Act and Buyer Power Enforcement Procedures.
11.	Sensitization of manufacturing and retail sector players on abuse of buyer of buyer power in Nakuru County	Members of Kenya Association of Manufacturers (KAM), Association of Kenya Suppliers (AKS) and Retail Trade Association of Kenya (RETRAK)	Promoting public knowledge, awareness and understating of the Act and buyer power provisions enforcement procedures to increase compliance with the Competition Act.	Increased awareness of the Act and Buyer Power Enforcement Procedures.

No.	Event/Forum	Stakeholders Engaged	Objective / key message	Expected Outcome
12.	Sensitization of insurance sector players on abuse of buyer power in Nakuru County	Kenya Motor Repairers Association (KEMRA) and Insurance companies.	Promoting public knowledge, awareness and understating of the Act and buyer power provisions enforcement procedures to increase compliance with the Competition Act.	Increased awareness of the Act and Buyer Power Enforcement Procedures.
13.	Annual Capacity Building Workshop on Competition Law and Policy	<ul style="list-style-type: none"> <li>• Sector regulators</li> <li>• Legal fraternity</li> <li>• Government agencies</li> </ul>	Equip stakeholders with requisite knowledge in competition law and policy	<ul style="list-style-type: none"> <li>• Increased awareness on competition law and compliance with the Act.</li> </ul>
14.	Annual Symposium on Competition Law and Policy	<ul style="list-style-type: none"> <li>• NCAs</li> <li>• Corporates</li> <li>• Economics and Law Students</li> </ul>	Deepening the understanding on competition enforcement	<ul style="list-style-type: none"> <li>• Increased Authority's brand visibility among the stakeholders.</li> </ul>
15.	World Competition Day	<ul style="list-style-type: none"> <li>• Members of the public through social media platforms</li> </ul>	<ul style="list-style-type: none"> <li>• Create awareness on the role, functions and mandate of the Authority</li> <li>• Enlighten and equip stakeholders with requisite knowledge in competition law and policy</li> </ul>	Increased Authority's brand visibility among the stakeholders.
16.	World Consumer Rights Day	<ul style="list-style-type: none"> <li>• Consumer bodies</li> <li>• Consumers in Meru and Isiolo counties</li> </ul>	<ul style="list-style-type: none"> <li>• To educate consumers on the role, functions and mandate of Authority</li> <li>• Awareness creation on consumer complaint handling process</li> </ul>	<ul style="list-style-type: none"> <li>• Consumers sensitized on the consumer protection and complaint handling process</li> <li>• Increased the Authority's brand visibility in the counties.</li> </ul>
17.	OECD Global Forum on Competition	<ul style="list-style-type: none"> <li>• National Competition Agencies</li> </ul>	Exchange knowledge and experience in competition advocacy and enforcement across jurisdictions	Best practices on competition enforcement adopted
18.	Africa-EU Competition Week and High-Level Conference	<ul style="list-style-type: none"> <li>• National Competition Agencies</li> </ul>	Exchange knowledge and experience in competition advocacy and enforcement across jurisdictions	Best practices on competition enforcement adopted
19.	Cooperation with EAC Competition Authority	Regional Competition and Consumer Agency	To foster cooperation with regional agencies on enforcement of competition law within the region.	Formalized collaboration in enforcement of competition and consumer protection in the EAC region

No.	Event/Forum	Stakeholders Engaged	Objective / key message	Expected Outcome
20.	Food Fortification forum in Kiambu County	<ul style="list-style-type: none"> <li>Nutrition International</li> <li>Grain Millers Association</li> <li>Kiambu County-County department of health</li> </ul>	<ul style="list-style-type: none"> <li>To educate consumers on the role, functions and mandate of Authority</li> <li>Awareness creation on consumer complaint handling process</li> </ul>	<ul style="list-style-type: none"> <li>Consumers sensitized on the consumer protection and complaint handling process</li> <li>Increased the Authority's brand visibility in the county.</li> </ul>
21.	Consumer Right to Information: Focus on food systems	<ul style="list-style-type: none"> <li>Consumer Grassroots Association</li> <li>Members of the public</li> </ul>	<ul style="list-style-type: none"> <li>To educate consumers on the role, functions and mandate of Authority</li> <li>Awareness creation on consumer complaint handling process</li> </ul>	<ul style="list-style-type: none"> <li>Consumers sensitized on the consumer protection and complaint handling process</li> <li>Increased the Authority's brand visibility.</li> </ul>
22.	Sensitization on the Authority's mandate on financial services	Stanbic bank staff members	<ul style="list-style-type: none"> <li>To educate staff on the role, functions and mandate of Authority</li> <li>Awareness creation on consumer complaint handling process</li> </ul>	<ul style="list-style-type: none"> <li>Staff sensitized on the consumer protection and complaint handling process</li> <li>Increased the Authority's brand visibility.</li> </ul>
23.	Regional Experts on EAC restraints by enterprises regulations, guidelines and corporate leniency policy	Policy makers and competition practitioners from Kenya, Uganda, South Sudan, Rwanda, Burundi and Tanzania	<ul style="list-style-type: none"> <li>To discuss and adopt the draft study report on EAC Competition Restraints by Enterprises Regulations, Guidelines and Corporate Leniency Policy</li> </ul>	<ul style="list-style-type: none"> <li>Validated the draft EAC Competition Mergers and Acquisitions Assessment Guidelines</li> <li>Harmonized regulatory regime within the Community.</li> <li>Best practices on competition enforcement with regard to on mergers, cartels and unilateral conduct adopted.</li> </ul>

#### iv. Advisory Opinions on various Bills, Regulations, Policies and Guidelines

During the year under review, the Authority reviewed various bills and regulations to inform and ensure that the various laws and policies are compliant with the provisions of the Act. These are summarized in Table 14 below:

**Table 14: Advisory opinions rendered during the FY 2022/2023**

No.	Bill/Policy/ Guidelines/ Regulations Reviewed	Sector	Summary of the Bill/ Policy	Advisory Opinion
1.	Coffee Bill 2023	Agriculture	The objects of the Coffee Act, 2023 are to: a. Promote a globally competitive coffee industry and b. Provide a framework for the registration and licensing of various players within the coffee sector.	The need to maintain database of all new entrants to facilitate competition assessment and that permits are not discriminative to favour only coffee farmers within the county but objectively consider all stakeholders including those outside the counties to foster competition and protect farmers from exploitation.
2.	Kenya Information and Communication (KICA) Regulations, 2023	Information, Communication and Technology sector	The Regulations provided for regulation of Tariffs, Competition, consumer protection, licensing regulations, radio communications and frequency spectrum regulations	<ul style="list-style-type: none"> <li>• To clarify the definition of dominant service provider.</li> <li>• The regulations should acknowledge the role of the Authority in regulation of competition and in determination of dominance and significant market power.</li> </ul>
3.	The Crops (Horticultural Crops) Regulations	Agriculture	Regulations are aimed at promoting, developing and regulating the growth of the horticultural industry.	It should be an offence for a grower association to have in its objects or to in any way, curtail competition in any manner contemplated under the Act



No.	Bill/Policy/ Guidelines/ Regulations Reviewed	Sector	Summary of the Bill/ Policy	Advisory Opinion
4.	The Capital Markets (Take-overs and Mergers) Regulations, 2023	Financial Services	The Capital Markets (Take-overs and mergers) Regulations 2023 apply to the conduct of all takeover offers, and mergers made in respect of Public Listed Companies	The need to harmonize the definition of a merger with that of the Act to avoid parties merging without the approval by the Competition Authority of Kenya
5.	Motor Assessors Association of Kenya (MAAK)	Insurance	The association sought guidance on the new Regulation by the Kenya Revenue Authority (KRA) requiring businesses with an annual turnover of at least KES. 5 million to install Electronic Tax Registers (ETRs) with payments remittance timelines that they cannot meet due to delayed payments from Insurance companies.	The issues raised in the inquiry relate to conduct that is yet to occur and as such the Authority has no jurisdiction

## v. Technical Assistance to other Agencies

The AfCFTA aims to harmonize competition law and policy in Africa. Upon its establishment, member states entered into Phase II of negotiations in, among other areas competition policy. A Committee on Competition Policy was established during the 5th meeting of the AfCFTA Council of Ministers responsible for Trade held in Accra, Ghana in May 2021 with the aim of facilitating the negotiations towards the Protocol on Competition Policy. The Authority has been a key pillar in this committee and has so far attended all seven meetings convened towards the negotiations.

Notably, the Authority was instrumental in the addition of Article 24 in the Protocol on Competition Policy. Article 24 seeks to establish a functional autonomous body, the Tribunal, with an independent legal personality that shall be responsible for the appeals against Decisions taken by the Board of the AfCFTA Competition Authority in the implementation of the relevant provisions of this Protocol.

## vi. Knowledge Management

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During the year under review, the Authority installed a Digital Repository (DR) to cater for the various reference materials that it generates. The reference materials include research reports, determinations/decisions, conference papers, annual reports and newsletters that can be referenced by other competition agencies as well as internal staff and research institutions. A DR is an online database that systematically captures, organizes and categorizes knowledge-based information. It provides an open access platform to capture, store, index, and distribute information resources available within and/or produced by the Authority.

The Authority's DR provides free, searchable access to digital information resources and provides for long term archiving and preservation of these resources. It also serves to ensure that the Authority's intellectual capital is permanently recorded, and that output is well preserved and disseminated. It further ensures visibility on the Internet by providing open access to research materials published by the Authority.



### STRATEGIC GOAL 3:

## VISIBILITY AND ORGANIZATIONAL SUSTAINABILITY

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### i. Information and Communication Technology

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The Authority continued to leverage on ICT to ensure seamless operations and support service delivery to its stakeholders, through;

#### a. Enhancing Security of ICT Infrastructure

Considering the likely increase in cyber security threats occasioned by the automation of processes, the Authority continually monitors the ICT infrastructure to safeguard against attacks, including through maintaining of the firewall as well as end and server protection. The Authority continuously sensitized the staff members on appropriate measures to mitigate against threats through quarterly plenary sessions.

In an effort to enhance availability and security of its E-mail communication, the Authority implemented multi-factor authentication, intrusion prevention, and redundancy. This intervention enhanced confidentiality and integrity of communication between the Authority and its stakeholders.

The Authority began aligning its Information Security Management System (ISMS) to the ISO\IEC 27001:2022 Standard. The Standard takes into account new business practices, such as cyber security, privacy protection, remote working, bring your own device (BYOD) and cloud-based systems. These updates will provide more robust controls to enable the Authority address increasingly sophisticated security risks and ensure business continuity, thereby ensuring continued actualization of its mandate.

## b. Enhanced Accessibility of Services

The Authority integrated its services onto the E-Citizen platform thus enabling the Public to seamlessly access its services from E-Citizen through a Single Sign-On (SSO) in line with the Government's agenda of leveraging on technology to enhance service delivery.

Additionally, the Authority upgraded its E-procurement Portal in a bid to improve the engagement between suppliers and itself. This has led to improved efficiency, accountability and user experience.

## c. Equipment and Infrastructure Enhancement

In a bid to keep pace with evolving technological needs as well as ensuring the confidentiality, integrity and availability of service provision to its stakeholders, the Authority upgraded the ICT equipment that were approaching end of life. These equipment included network switches, routers and end devices.

## ii. Supply Chain Management

The Authority maintained Access to Government Procurement Opportunities (AGPO) above the minimum 30% threshold, as prescribed by the Public Procurement and Asset Disposal Act (2015) and Public Procurement and Asset Disposal Regulations (2020). The Authority awarded 63.7% and 52.1% of its total procurement spending on tenders to special interest groups (Youth, Women & PWD's) and local content (LC), respectively, as per Tables below.

**Table 15: Contracts Awarded to AGPO Group FY 2022/23**

S/N	Contracts awarded (KES)	Total procurements amount (KES)	% of contracts awarded
Q1	9,109,719.00	13,351,410.10	68.2
Q2	5,529,725.00	11,152,305.00	49.6
Q3	1,600,610.00	12,873,600.00	12.4
Q4	201,664,355.00	304,603,139.00	66.2
<b>Totals</b>	<b>217,904,409.00</b>	<b>341,980,454.10</b>	<b>63.7</b>

**Table 16: Contracts Awarded to Local Content FY 2022/23**

S/N	Contracts awarded (KES)	Total procurements amount (KES)	% of contracts awarded
Q1	10,734,256.00	13,351,410.10	80.4
Q2	10,779,235.00	11,152,305.00	96.7
Q3	12,370,680.00	12,873,600.00	96.1
Q4	144,255,516.00	304,603,139.00	47.4
<b>Totals</b>	<b>178,139,687.00</b>	<b>341,980,454.10</b>	<b>52.1</b>

The sum of contracts awarded in quarter four (4) increased sharply occasioned by tender awards for the provision of partitioning and structured cabling at the Authority’s new office at the CBK Pension Towers building.

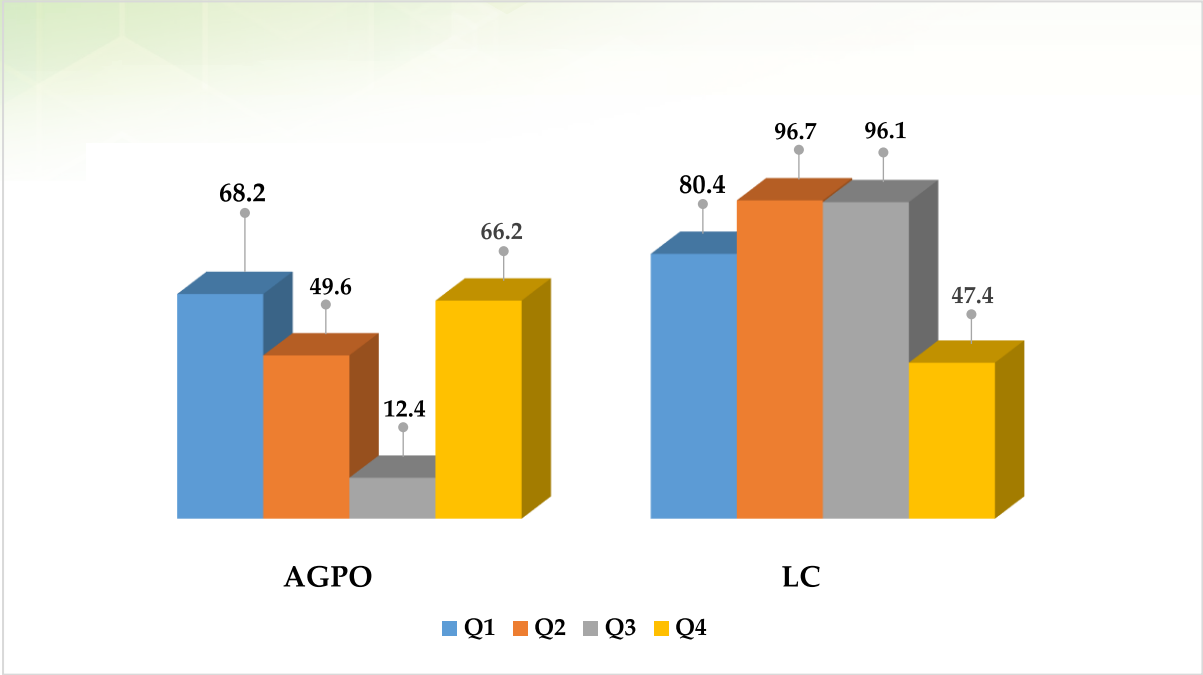


Figure 7: Percentage Contracts Awarded to AGPO and Local Content by Quarter FY 2022/23

In adherence to transparency and accountability, the Authority submitted quarterly reports for contracts awarded to the Public Procurement and Regulatory Authority (PPRA). Further, contracts awarded under Local Content (Buy Kenya Build Kenya) were notified to the State Department of Industrialization & Enterprises Development in the Ministry of Investment, Trade and Industry, in compliance with PPDA, 2015 and Regulations of 2020. The Authority also published its tenders and contracts in the Public Procurement Information Portal (PPIP).

### iii. Human Capital

The Human Resource and Administration function supports the achievement of the Authority’s mandate as enshrined in section 13 of the Act by attracting, training and retaining highly qualified, skilled and motivated staff.

The Authority continued to enhance capacity through acquisition of talent to effectively deliver on its mandate. During the year under review, three (3) positions were competitively filled i.e. two Investigations Officers and an ICT Officer. The current staff number is comprised of forty-nine (49) males and twenty-five (25) females, in compliance with the Constitutional two-thirds gender rule as per Figure 8;



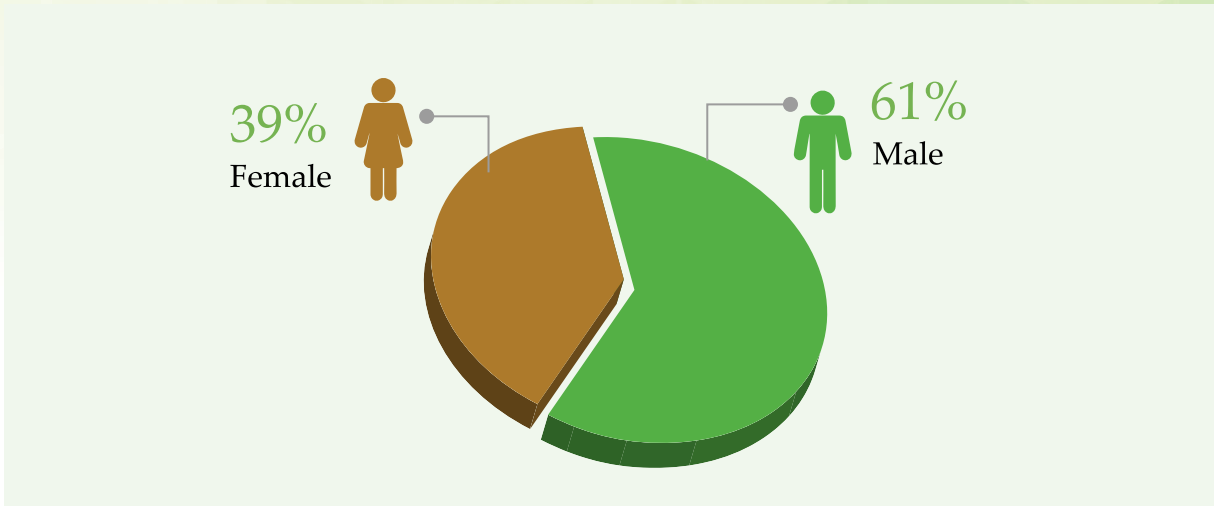


Figure 8: Staff Gender Representation FY 2022/23

Staff by age category (Figure 9) is an indication that the Authority’s staff establishment is comprised of youth and other age bands ensuring an effective Succession Management.

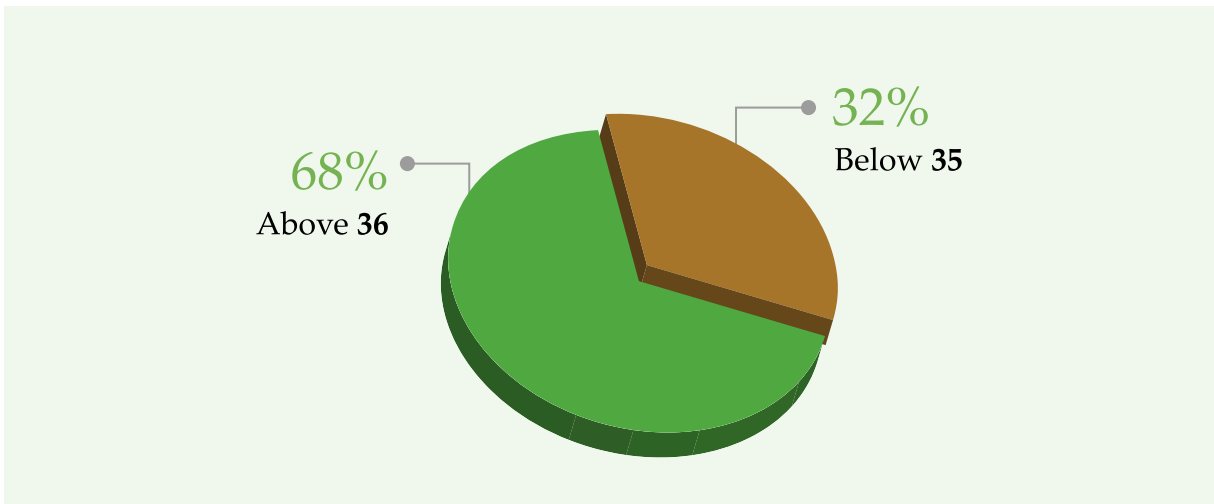


Figure 9: Staff Category by Age FY 2022/23

The staff composition complies with the Constitutional requirement on regional diversity as enshrined in Article 10 of the Constitution as per Figure 10;

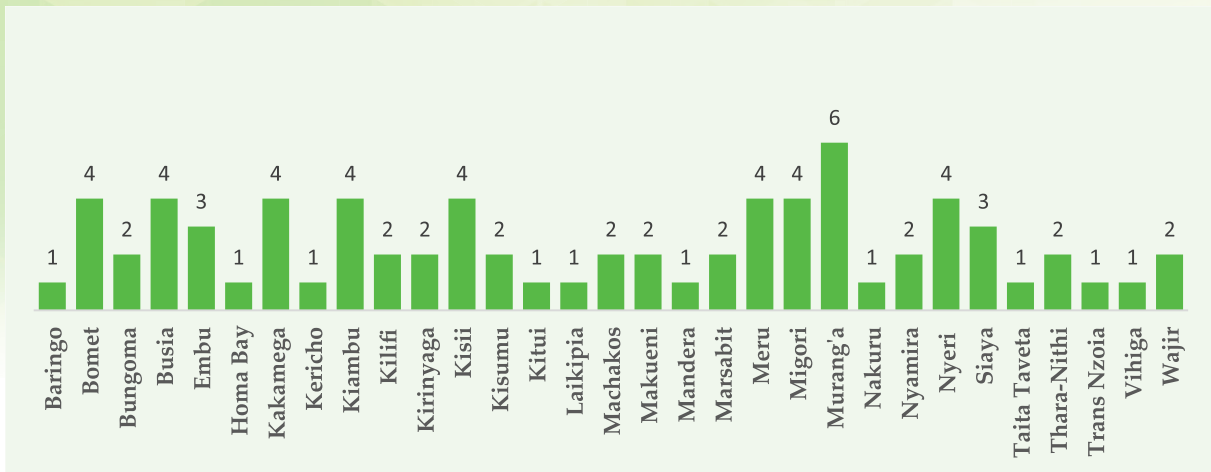


Figure 10: Staff Representation by County FY 2022/23

In order to enhance staff skills, knowledge and abilities in the areas of Competition Law and policy, Consumer Protection, Management and Leadership amongst other technical areas, the Authority collaborated with various development partners to realize this. These capacity building sessions offered through the virtual mechanism, include; the ICT Authority (23 participants); CUTS Institute for Regulation & Competition (CIRC) (6 participants); Japan International Cooperation Agency (JICA) (2 participants); Korea Fair Trade Commission (KFTC) (9 participants); United Nations Conference on Trade and Development (UNCTAD) (12 participants); and the European Union (EU) (2 participants).

Staff members were facilitated to attend various trainings that included workshops and conferences, locally and internationally with the aim of enhancing technical and behavioural competencies, learning best practices in various jurisdictions. The Authority also prioritized facilitating staff members remain in good standing with the professional associations by facilitating them to attend Continuous Professional Development trainings. This also supported the Authority efforts in succession planning, effective management and career progression.

The Authority continues to operate the one-year apprenticeship programme (Young Professional Programme) with the aim of building capacity on Competition Law and Policy in the labour market. Towards this, five (5) Master Degree holders with a bias in Law, Economics, or Business-related field and below the age of thirty-five (35) years were engaged at the Authority on a rotational basis between various technical departments.

Further, the Authority engaged ten (10) University Graduates joining the labour market with a view of exposing them to a real work environment in order to enhance their skillsets and employability. This is in support of the government's agenda of equipping the youth with requisite skills.

The percentage of Persons with Disability (PWDs) in the workforce stood at 5.2% in line with the requirements of the National Council for Persons with Disability (NCPWD) of 5% of in-post staff. The Authority continues to encourage qualified PWDs to apply for job vacancies through NCPWD employment portal which is an initiative by the two institutions.

The Authority continues to implement the following staff retention and motivation initiatives; -

- ⊗ Review mortgage and car loan policies thus enhancing the facilities and making them more accessible to staff;
- ⊗ Implement various staff recognition programs to reward outstanding performance;
- ⊗ Conduct various capacity-building initiatives in collaboration with key partners to equip staff with requisite competencies to achieve its mandate; and
- ⊗ Provision of a medical scheme for staff - both out and in-patient Group Personal Accident - 24 hours and Group life–sum assured, Annual medical wellness program geared towards ensuring Psycho-social wellness.

### ⊗ Statutory Compliance Activities

In compliance with statutory requirements and enhancing employee welfare, the Authority continues to implement the workplace policies championed by the various standing committees as follows;

**Table 17: Statutory Standing Committees FY 2022/23**

S/No.	Committee	Objective	Achievement
1.	<b>HIV &amp; AIDS</b>	To mainstream HIV & AIDS by creating awareness to members and stakeholders	<ul style="list-style-type: none"> <li>• Organized a Corporate wellness day where staff members were sensitized on HIV and AIDS and non-communicable diseases and offered voluntary counselling and testing of HIV and AIDS</li> <li>• Distributed 600 free condoms within the washrooms allocated to members of staff and stakeholders who visit the Authority</li> <li>• Distributed over 2,880 condoms and created awareness on HIV and AIDS to members of the Public in <b>Meru and Isiolo Counties</b></li> <li>• Marked the <b>World’s AIDs Day</b> on 1<sup>st</sup> December, 2022.</li> </ul>
2.	<b>Environmental Conservation and Sustainability</b>	To ensure and enhance environmental conservation and sustainability	Planted 2,500 trees in Isiolo and Marsabit Counties.
3.	<b>Gender Mainstreaming</b>	Mainstream gender activities in the Authority in line with the National Gender and Equality Commission requirements	Trained employees on the provisions of the reviewed Policy on Workplace Gender based violence.

S/No.	Committee	Objective	Achievement
4.	<b>National Cohesion Values and Principles of Governance</b>	To promote National Cohesion, values and principles of Governance in the Authority and to the general public	Carried out staff sensitization on national cohesion, values and principles of governance with a view of promoting the same amongst staff.
5.	<b>Disability Mainstreaming</b>	To mainstream disability in the work place and ensure accessibility and inclusivity  Promoting inclusion of Persons living With Disability (PWDs), for both members of staff and external stakeholders.	Ensure inclusivity in its recruitment processes by achieving a set target of 5.2% of persons with disability (PWDs) in the workforce.
6.	<b>Road Safety</b>	Mainstreaming Road Safety issues within the Authority in line with NTSA guidelines.	<ul style="list-style-type: none"> <li>Contributed to the prevention and management of road traffic injuries and fatalities in Kenya by conducting Road Safety community sensitization at Heshima Primary School, Nairobi.</li> <li>Collaborated with National Transport and Safety Authority (NTSA) and issued Road Safety Equipment (a Lollipop Sign) and Personal Protective Equipment (Reflector Jackets) to the school with a view of boosting the school's road safety initiatives.</li> </ul>
7.	<b>Alcohol and Drug Abuse Prevention</b>	Prevention of alcohol and drug abuse in the Authority	<ul style="list-style-type: none"> <li>Sensitized staff members on personal financial management to equip them with financial skills. By equipping staff with personal financial management skills, the Authority aims to help staff reduce Alcohol and drugs use and abuse.</li> <li>Sensitized on Stress Management as a way to improve mental health and avoid alcohol and drug use and abuse in the reporting period.</li> </ul>



## iv. Visibility and Corporate Image

The Authority earmarked awareness creation activities as critical in enhancing knowledge about its mandate among stakeholders in a bid to create a competition culture and enhance consumer welfare in our economy and bolster compliance with the Competition Act. Subsequently, various activities meant to articulate the enforcement and implementation of the Act were undertaken. Determinations were published on the website, clearly highlighting the reasoning behind each decision, to ensure that the Authority remains accountable, transparent and predictable to its stakeholders.

The Authority augmented its social media presence, resulting in increased followers across all platforms. All the Authority's press statements, opinion pieces, and activities are disseminated to stakeholders through new media channels such as Twitter, Facebook and YouTube as highlighted in Table 18.

**Table 18: Publications on Competition Law, FY 2022/23**

<b>Title</b>	<b>Author</b>	<b>Link</b>
<b>Opinion Pieces</b>		
<b>The Role of Competition Law in Environmental Sustainability</b>	Cecilia Kyenze	<a href="https://www.cak.go.ke/role-competition-law-environmental-sustainability">https://www.cak.go.ke/role-competition-law-environmental-sustainability</a>
<b>Towards Sound Financial Health</b>	Ninette Mwarania	<a href="https://www.cak.go.ke/towards-sound-financial-health">https://www.cak.go.ke/towards-sound-financial-health</a>
<b>Reining in abuse of buyer power key to economic recovery</b>	Priscilla Njako	<a href="https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/reining-in-abuse-of-buyer-power-key-to-economic-recovery--4186228">https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/reining-in-abuse-of-buyer-power-key-to-economic-recovery--4186228</a>
<b>Fair competition key to integrating small scale farmers into economy</b>	Priscilla Njako	<a href="https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/fair-competition-key-to-integrating-small-scale-farmers--4251144">https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/fair-competition-key-to-integrating-small-scale-farmers--4251144</a>
<b>Price controls not sustainable in fixing market distortions</b>	Gideon Mokaya	<a href="https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/price-controls-not-sustainable-in-fixing-market-distortions--4261422">https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/price-controls-not-sustainable-in-fixing-market-distortions--4261422</a>
<b>How hardware cartels are derailing home ownership dreams</b>	Wilson Chacha	<a href="https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/how-hardware-cartels-are-derailing-home-ownership-dreams--4226758">https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/how-hardware-cartels-are-derailing-home-ownership-dreams--4226758</a>
<b>Harness knowledge management in public sector to enhance service delivery</b>	Truphosa Ashiko	<a href="https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/harness-knowledge-management-in-public-sector-3931838">https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/harness-knowledge-management-in-public-sector-3931838</a>
<b>Other Publications</b>		
<b>5 Press Releases and 3 Speeches</b>	CAK	<a href="https://www.cak.go.ke/information-center/Speeches-Press-Releases">https://www.cak.go.ke/information-center/Speeches-Press-Releases</a>
<b>Publication on 11 Years of Competition Law Enforcement in Kenya</b>	CAK	<a href="https://www.cak.go.ke/information-center/publications">https://www.cak.go.ke/information-center/publications</a>

Title	Author	Link
20 Determinations Published	CAK	<a href="https://www.cak.go.ke/information-center/CAK-latest-determinations">https://www.cak.go.ke/information-center/CAK-latest-determinations</a>
1 Newsletter Published	CAK	<a href="https://www.cak.go.ke/information-center/publications">https://www.cak.go.ke/information-center/publications</a>
6 IEC Videos Produced	CAK	<a href="https://www.youtube.com/@competitionauthorityofkenya2933/videos">https://www.youtube.com/@competitionauthorityofkenya2933/videos</a>

**Table 19: Summary of Performance against Predetermined Objectives for FY 2022/23**

Strategic Goal	Objective	Key Performance Indicators	Target	Achievements	Remarks
Delivering Effective Enforcement	To reform the Merger Analysis Process in Order to Minimize Financial Burden on Businesses	% of Merger Notifications finalized	100	97	Notifications received towards the end of the reporting period
		% of advisory opinion requests provided	100	100	
	To Enhance Deterrence on Unfair Market Conduct to Safeguard Access to Markets and Consumers	No. of ABP cases finalized	40	75	
		No. of sectors sensitized	3	3	
	Increase detection and take measures to address misleading and unfair practices that harm consumers	% of consumer cases finalized	75	46	Complainants delay in submission of requisite evidence
	To enhance deterrence on anticompetitive practices for sustained consumer welfare	No. of cases concluded	24	35	
		No. of compliance checks finalized	14	19	
	To entrench the Authority as a Centre for Competition and Consumer Protection Law	No. of advocacy engagements with competition and consumer protection law scholars, researchers, Economists and practitioners	3	3	

Strategic Goal	Objective	Key Performance Indicators	Target	Achievements	Remarks
<b>Research &amp; Advocacy</b>	To advance knowledge of sectoral and emerging markets	No. of screening reports on emerging areas	2	2	
		No. of research reports	3	3	
	To enhance effective advocacy	No. of capacity building initiatives	3	3	
		No. of Position papers submitted to international forums	3	3	
		No. of conferences on Competition and Consumer Protection	1	1	
<b>Visibility and Organizational Sustainability</b>	To enhance institutional risk management practices, business continuity and implementation of standards	Re-certification to ISO 9001:2015 Quality Management Standard	1	1	
		Capacity building in the following areas among others; Big Data and Digital economy; Artificial Intelligence; Platform marketing; Buyer Power	50	52	





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-	28 020
317 8802	-
	981 777
195 523	109 115
97 738	121 786
15 685	17 810
56 145	589 614
5 538	838 390
340	1 820 168
	332 43
555	1 602 53
20	
70	4 223
3	1 355 320
6	59 011
5	30 325
	1 456 212
	-
1 686 260	1 456 212
	1 371



The background features a blurred image of financial documents with various numbers and the word 'Transfer'. A silver pen is positioned diagonally across the center. In the foreground, there are several stacks of coins of varying heights, with a white line graph overlaid on them. The graph shows an overall upward trend with some fluctuations. The top right corner has a green hexagonal pattern overlay.

# » FINANCIAL STATEMENTS FOR THE FY2022/23

## » REPORT OF THE DIRECTORS

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The Directors submit their report together with the audited financial statements for the year ended 30<sup>th</sup> June 2023, which show the state of the Competition Authority's affairs.

### i) **Principal activities**

The principal activities of the Authority continued to be regulation of market structure and conduct and consumer protection.

### ii) **Results**

The results of the Authority for the year ended June 30, 2023, are set out on page 90.

### iii) **Directors**

The members of the Board of Directors who served during the year are shown on pages 9 - 14.

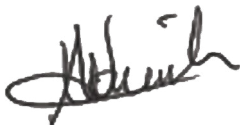
### iv) **Surplus Remission**

In accordance with Regulation 219 (2) of the Public Financial Management (National Government) Regulations 2015, the Authority is required to remit into the Consolidated Fund, 90% of its surplus funds reported in the audited financial statements after the end of each financial year. The Authority has made a provision of Kshs. 13,112,203 for remission (FY 2022/23 Ksh. Nil) to the Consolidated Fund.

### v) **Auditors**

The Auditor General is responsible for the statutory audit of the Authority in accordance with Article 229 of the Constitution of Kenya and the Public Audit Act 2015.

By Order of the Board



**Dr. Adano W. Roba**

*Secretary to the Board*



## STATEMENT OF DIRECTORS' RESPONSIBILITIES

Section 81 of the Public Finance Management (PFM) Act No.18 of 2012 and section 14 of the State Corporations Act Cap 446, require the Directors to prepare financial statements in respect of the Authority, which give a true and fair view of the state of affairs of the Authority at the end of the financial year and the operating results of the Authority for that year. The Directors are also required to ensure that the Authority keeps proper accounting records which disclose with reasonable accuracy the financial position of the Authority. The Directors are also responsible for safeguarding the assets of the Authority.

The Directors are responsible for the preparation and presentation of the Authority's financial statements, which give a true and fair view of the state of affairs of the Authority for and as at the end of the financial year ended 30<sup>th</sup> June, 2023. This responsibility includes: (i) maintaining adequate financial management arrangements and ensuring that these continue to be effective throughout the reporting period; (ii) maintaining proper accounting records, which disclose with reasonable accuracy at any time the financial position of the Authority; (iii) designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of the financial statements, and ensuring that they are free from material misstatements, whether due to error or fraud; (iv) safeguarding the assets of the Authority; (v) selecting and applying appropriate accounting policies; and (vi) making accounting estimates that are reasonable in the circumstances.

The Directors accept responsibility for the Authority's financial statements, which have been prepared using appropriate accounting policies supported by reasonable and prudent judgements and estimates, in conformity with International Public Sector Accounting Standards (IPSAS), and in the manner required by the PFM Act, 2012 and the State Corporations Act. The Directors are of the opinion that the Authority's financial statements give a true and fair view of the state of Authority's transactions during the financial year ended 30<sup>th</sup> June, 2023, and of the Authority's financial position as at that date. The Directors further confirm the completeness of the accounting records maintained for the Authority, which have been relied upon in the preparation of the Authority's financial statements as well as the adequacy of the systems of internal financial control.

Nothing has come to the attention of the Directors to indicate that the Authority will not remain a going concern for at least the next twelve months from the date of this statement.

The Authority's financial statements were approved by the Board on 17<sup>th</sup> August, 2023 and signed on its behalf by

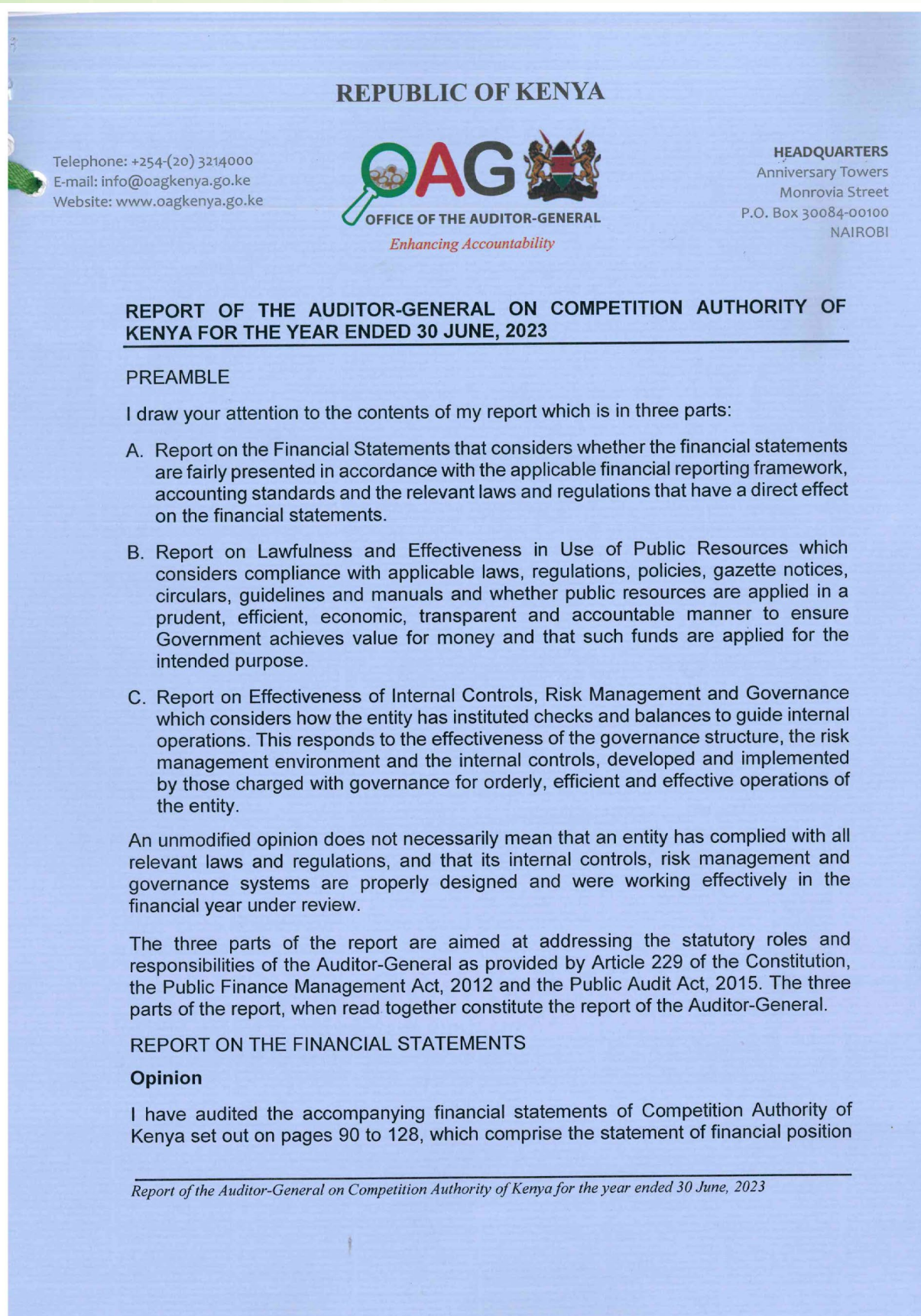


**Shaka Kariuki**  
*Board Chairman*



**Dr. Adano W. Roba**  
*Ag. Director General*

# REPORT OF THE AUDITOR GENERAL FOR THE COMPETITION AUTHORITY OF KENYA





as at 30 June, 2023, and the statement of financial performance, statement of changes in net assets, statement of cash flows and the statement of comparison of budget and actual amounts for the year then ended, and a summary of significant accounting policies and other explanatory information in accordance with the provisions of Article 229 of the Constitution of Kenya and Section 35 of the Public Audit Act, 2015. I have obtained all the information and explanations which, to the best of my knowledge and belief, were necessary for the purpose of the audit.

In my opinion, the financial statements present fairly, in all material respects, the financial position of Competition Authority of Kenya as at 30 June, 2023, and of its financial performance and its cash flows for the year then ended, in accordance with International Public Sector Accounting Standards (Accrual Basis) and comply with the Competition Act, 2010 and the Public Finance Management Act, 2012.

### **Basis for Opinion**

The audit was conducted in accordance with International Standards of Supreme Audit Institutions (ISSAIs). I am independent of the Competition Authority of Kenya Management in accordance with ISSAI 130 on Code of Ethics. I have fulfilled other ethical responsibilities in accordance with the ISSAI and in accordance with other ethical requirements applicable to performing audits of financial statements in Kenya. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

### **Key Audit Matters**

Key audit matters are those matters that, in my professional judgment, are of most significance in the audit of the financial statements. There were no key audit matters to report in the year under review.

### **Other Information**

The Directors are responsible for the other information, which comprises the statement of corporate governance, Directors' Report and the statement of Directors' responsibilities. The other information does not include the financial statements and my auditor's report thereon.

My opinion on the financial statements does not cover the other information and I do not express any form of assurance or conclusion thereon.

### **REPORT ON LAWFULNESS AND EFFECTIVENESS IN USE OF PUBLIC RESOURCES**

### **Conclusion**

As required by Article 229(6) of the Constitution, based on the audit procedures performed, I confirm that, nothing has come to my attention to cause me to believe that public resources have not been applied lawfully and in an effective way.

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*Report of the Auditor-General on Competition Authority of Kenya for the year ended 30 June, 2023*

2



# REPORT OF THE AUDITOR GENERAL FOR THE COMPETITION AUTHORITY OF KENYA [Cont'd]

## **Basis for Conclusion**

The audit was conducted in accordance with ISSAI 4000. The standard requires that I comply with ethical requirements and plan and perform the audit to obtain assurance about whether the activities, financial transactions and information reflected in the financial statements are in compliance, in all material respects, with the authorities that govern them. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my conclusion.

## **REPORT ON EFFECTIVENESS OF INTERNAL CONTROLS, RISK MANAGEMENT AND GOVERNANCE**

### **Conclusion**

As required by Section 7(1)(a) of the Public Audit Act, 2015, based on the audit procedures performed, I confirm that, nothing has come to my attention to cause me to believe that internal controls, risk management and overall governance were not effective.

### **Basis for Conclusion**

The audit was conducted in accordance with ISSAI 2315 and ISSAI 2330. The standards require that I plan and perform the audit to obtain assurance about whether effective processes and systems of internal control, risk management and overall governance were operating effectively, in all material respects. I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my conclusion.

### **Responsibilities of Management and the Board of Directors**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Public Sector Accounting Standards (Accrual Basis) and for maintaining effective internal controls as Management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error and for its assessment of the effectiveness of internal controls, risk management and overall governance.

In preparing the financial statements, Management is responsible for assessing the Authority's ability to continue to sustain its services disclosing, as applicable, matters related to sustainability of its services and using the applicable basis of accounting unless Management is aware of the intention to terminate the Authority or to cease operations.

Management is also responsible for the submission of the financial statements to the Auditor-General in accordance with the provisions of Section 47 of the Public Audit Act, 2015.

In addition to the responsibility for the preparation and presentation of the financial statements described above, Management is also responsible for ensuring that the

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*Report of the Auditor-General on Competition Authority of Kenya for the year ended 30 June, 2023*



activities, financial transactions and information reflected in the financial statements are in compliance with the authorities which govern them, and that public resources are applied in an effective way.

The Board of Directors is responsible for overseeing the Authority's financial reporting process, reviewing the effectiveness of how Management monitors compliance with relevant legislative and regulatory requirements, ensuring that effective processes and systems are in place to address key roles and responsibilities in relation to overall governance and risk management, and ensuring the adequacy and effectiveness of the control environment.

### **Auditor-General's Responsibilities for the Audit**

The audit objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion in accordance with the provisions of Section 48 of the Public Audit Act, 2015 and submit the audit report in compliance with Article 229(7) of the Constitution. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISSAIs will always detect a material misstatement and weakness when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

In addition to the audit of the financial statements, a compliance audit is planned and performed to express a conclusion about whether, in all material respects, the activities, financial transactions and information reflected in the financial statements are in compliance with the authorities that govern them and that public resources are applied in an effective way, in accordance with the provisions of Article 229(6) of the Constitution and submit the audit report in compliance with Article 229(7) of the Constitution.

Further, in planning and performing the audit of the financial statements and audit of compliance, I consider internal controls in order to give an assurance on the effectiveness of internal controls, risk management and overall governance processes and systems in accordance with the provisions of Section 7(1)(a) of the Public Audit Act, 2015 and submit the audit report in compliance with Article 229(7) of the Constitution. My consideration of the internal controls would not necessarily disclose all matters in the internal control that might be material weaknesses under the ISSAIs. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements caused by error or fraud in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions.

Because of its inherent limitations, internal controls may not prevent or detect misstatements and instances of non-compliance. Also, projections of any evaluation of

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*Report of the Auditor-General on Competition Authority of Kenya for the year ended 30 June, 2023*



# REPORT OF THE AUDITOR GENERAL FOR THE COMPETITION AUTHORITY OF KENYA [Cont'd]

effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

As part of an audit conducted in accordance with ISSAIs, I exercise professional judgement and maintain professional skepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Management.
- Conclude on the appropriateness of the Management's use of the applicable basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Authority's ability to continue to sustain its services. If I conclude that a material uncertainty exists, I am required to draw attention in the auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of my audit report. However, future events or conditions may cause the Authority to cease to continue to sustain its services.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information and business activities of the Authority to express an opinion on the financial statements.
- Perform such other procedures as I consider necessary in the circumstances.

I communicate with Management regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal controls that are identified during the audit.

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*Report of the Auditor-General on Competition Authority of Kenya for the year ended 30 June, 2023*





# REPORT OF THE AUDITOR GENERAL FOR THE COMPETITION AUTHORITY OF KENYA [Cont'd]

I also provide Management with a statement that I have complied with relevant ethical requirements regarding independence and to communicate with them all relationships and other matters that may reasonably be thought to bear on my independence and where applicable, related safeguards.

**FCPA Nancy Gathungu, CBS  
AUDITOR-GENERAL**

**Nairobi**

**06 December, 2023**

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*Report of the Auditor-General on Competition Authority of Kenya for the year ended 30 June, 2023*

6



ISO 9001:2015  
**CERTIFIED**

# STATEMENT OF FINANCIAL PERFORMANCE

## FOR THE YEAR ENDED 30<sup>TH</sup> JUNE 2023

	Notes	2022/2023	2021/2022
		Kshs	Kshs
<b>Revenue from non-exchange transactions</b>			
Transfers from other governments entities	6	346,229,039	330,887,523
Levies, Fines, and penalties	7	15,652,071	12,721,429
<b>Total Revenue from non-exchange transactions</b>		<b>361,881,110</b>	<b>343,608,952</b>
<b>Revenue from exchange transactions</b>			
Rendering of services	8	158,710,781	120,461,168
Finance income	9	14,717,953	17,974,137
Other income	10	1,445,155	1,689,745
<b>Total Revenue from exchange transactions</b>		<b>174,873,889</b>	<b>140,125,050</b>
<b>Total revenue</b>		<b>536,754,999</b>	<b>483,734,002</b>
<b>Expenses</b>			
Use of goods and services	11	96,546,994	78,639,379
Employee costs	12	281,735,106	275,627,985
Board Expenses	13	15,996,436	11,341,337
Depreciation and amortization expense	14	21,013,794	23,918,205
Policy, risk, competition & consumer protection expenses	15	87,371,640	76,981,962
Repairs and maintenance	16	21,786,015	20,282,580
Contracted services	17	9,129,308	4,631,403
<b>Total expenses</b>		<b>533,579,293</b>	<b>491,422,851</b>
<b>Other gains (losses)</b>			
Gain (Loss) on sale of assets	18	(991,837)	9,953
Gain (Loss) on foreign exchange transactions		12,385,245	-
<b>Surplus (deficit) for the year</b>		<b>14,569,114</b>	<b>(7,678,896)</b>
Remission to National Treasury	32	13,112,203	-
<b>Net Surplus for the year</b>		<b>1,456,911</b>	<b>(7,678,896)</b>

The notes set out on pages 98 to 128 form an integral part of these Financial Statements.

The financial statements set out on pages 90 to 95 were signed on behalf of the Board Directors on 17<sup>th</sup>, August 2023 by:



**Shaka Kariuki**  
*Board Chairman*



**CPA Ambrose Ageng'a**  
*Head of Finance*  
*ICPAK No.3461*



**Dr. Adano W. Roba**  
*Ag. Director General*

# STATEMENT OF FINANCIAL POSITION

## AS AT 30<sup>TH</sup> JUNE 2023

	Notes	2022/2023	2021/2022
		Kshs	Kshs
<b>Assets</b>			
<b>Current Assets</b>			
Cash and Cash equivalents	19	571,984,680	241,574,879
Receivables from Exchange Transactions	20	22,085,226	206,246,469
Inventories	21	1,263,109	2,485,752
<b>Total Current Assets</b>		<b>595,333,015</b>	<b>450,307,101</b>
<b>Non-Current Assets</b>			
Property, Plant and Equipment	22	49,593,274	51,949,381
Intangible Assets	23	28,625,815	36,297,754
Receivables from Exchange Transactions	20	185,952,015	20,849,813
Securities & Deposits	24	153,042,328	137,234,562
<b>Total Non-Current Assets</b>		<b>417,213,432</b>	<b>246,331,510</b>
<b>Total Assets</b>		<b>1,012,546,448</b>	<b>696,638,611</b>
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Trade and Other Payables	25	30,390,904	18,116,075
Current Provisions	26	7,102,033	6,206,400
Deferred Income	27	46,485,673	7,120,851
Employee Benefit Obligation	28	37,274,640	40,618,826
Surplus payable to National Treasury	32	13,112,202	-
<b>Total Current Liabilities</b>		<b>134,365,452</b>	<b>72,062,152</b>
<b>Non-Current Liabilities</b>			
Deferred Income	27	349,108,483	73,602,344
Non-Current Employee Benefit Obligation	28	6,395,974	29,754,490
<b>Total Non-Current Liabilities</b>		<b>355,504,458</b>	<b>103,356,834</b>
<b>Total Liabilities</b>		<b>489,869,910</b>	<b>175,418,986</b>
<b>Net Assets</b>		<b>522,676,537</b>	<b>521,219,625</b>
Reserves	29	416,886,181	416,886,181
Accumulated Surplus	30	52,408,537	50,951,625
Capital Fund	31	53,381,820	53,381,820
<b>Total Net Assets</b>		<b>522,676,538</b>	<b>521,219,625</b>
<b>Total Net Assets and Liabilities</b>		<b>1,012,546,448</b>	<b>696,638,611</b>

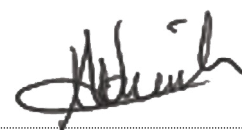
The financial statements set out on pages 90 to 95 were signed on behalf of the Board Directors on 17<sup>th</sup>, August 2023 by:



**Shaka Kariuki**  
Board Chairman



**CPA Ambrose Ageng'a**  
Head of Finance  
ICPAK No.3461



**Dr. Adano W. Roba**  
Ag. Director General

## STATEMENT OF CHANGES IN NET ASSETS FOR THE YEAR ENDED 30<sup>TH</sup> JUNE 2023

	Kshs	Kshs	Kshs	Kshs
	General Reserve	Accumulated Surplus	Capital Fund	Total Fund
As at July 1, 2021	416,886,182	58,630,521	53,381,820	528,898,523
(Deficit) for the year	-	(7,678,896)	-	(7,678,896)
As at June 30, 2022	416,886,182	50,951,625	53,381,820	521,219,627
As at July 1, 2022	416,886,182	50,951,625	53,381,820	521,219,627
Surplus for the year	-	1,456,911	-	1,456,911
As at June 30, 2023	416,886,182	52,408,536	53,381,820	522,676,538

The financial statements set out on pages 90 to 95 were signed on behalf of the Board of Directors on 17<sup>th</sup>, August 2023 by:



**Shaka Kariuki**  
*Board Chairman*



**CPA Ambrose Ageng'a**  
*Head of Finance*  
*ICPAK No.3461*



**Dr. Adano W. Roba**  
*Ag. Director General*



# STATEMENT OF CASHFLOWS

## FOR THE YEAR ENDED 30<sup>TH</sup> JUNE 2023

	Notes	2022/2023	2021/2022
		Kshs	Kshs
<b>Cash flows from operating activities</b>			
<b>Receipts</b>			
Transfers from other governments entities	6	346,229,039	330,887,523
Levies, fines, and penalties	7	15,652,071	12,721,429
Rendering of services	8	158,710,781	120,461,168
Finance income	9	14,717,953	17,974,137
Other income	10	1,445,155	1,689,745
<b>Total receipts</b>		<b>536,754,999</b>	<b>483,734,002</b>
<b>Payments</b>			
Use of goods and services	11	96,546,994	78,639,379
Employee costs	12	281,735,106	275,627,985
Board Expenses	13	15,996,436	11,341,337
Policy, Risk, Competition & Consumer Protection Expenses	15	87,371,640	76,981,962
Repairs and maintenance	16	21,786,015	20,282,580
Contracted services	17	9,129,308	4,631,403
<b>Total payments</b>		<b>512,565,499</b>	<b>467,504,646</b>
<b>Net cash flows from/(used in) operating activities</b>	<b>33</b>	<b>342,387,386</b>	<b>124,266,070</b>
<b>Cash flows from investing activities</b>			
Purchase of PPE and Intangible assets	22	(12,675,740)	(21,921,361)
Proceeds from sale of PPE	18	698,155	92,232
<b>Net cash flows from/(used in) investing activities</b>		<b>(11,977,586)</b>	<b>(21,829,129)</b>
<b>Cash flows from financing activities</b>			
Surplus Paid to National Treasury		-	-
<b>Net cash flows from financing Activities</b>		<b>-</b>	<b>-</b>
<b>Net increase/(decrease) in cash &amp;</b>		<b>330,409,800</b>	<b>102,436,941</b>
<b>Cash equivalents</b>			
Cash and cash equivalents at 1 July	19	241,574,880	139,137,939
<b>Cash and cash equivalents at 30 June</b>	<b>19</b>	<b>571,984,680</b>	<b>241,574,880</b>

# STATEMENT OF COMPARISON OF BUDGET AND ACTUAL AMOUNTS FOR THE YEAR ENDED 30<sup>TH</sup> JUNE 2023

	Original budget	Adjustments	Final budget	Actual on comparable basis	Performance difference	% of utilization
	Kshs	Kshs	Kshs	Kshs	Kshs	
	a	b	c=(a+b)	d	e=(c-d)	f=d/c*100
<b>Revenue</b>						
Transfers from Other Governments entities	286,100,000	50,415,000	336,515,000	336,100,000	(415,000)	100%
Levies, Fines and Penalties	50,000,000	-	50,000,000	15,652,071	(34,347,929)	31%
Rendering of Services	130,000,000	-	130,000,000	158,710,781	28,710,781	122%
Finance Income	7,000,000	-	7,000,000	14,717,953	7,752,953	211%
Other Income	3,000,000	-	3,000,000	1,445,155	(1,589,845)	47%
<b>Total Income</b>	<b>476,100,000</b>	<b>50,415,000</b>	<b>526,515,000</b>	<b>526,625,960</b>	<b>110,960</b>	
<b>Expenses</b>						
Use of Goods and Services	82,280,000	14,284,000	96,564,000	96,546,994	17,006	100%
Employee costs	292,388,000	-	292,388,000	281,735,106	10,652,894	96%
Board Expenses	10,000,000	6,000,000	16,000,000	15,996,436	3,564	100%
Depreciation & Amortization Expense	-	-	-	21,013,794	(21,013,794)	0%
Policy, Risk, Competition & Consumer Protection Expenses	55,000,000	34,351,000	89,351,000	87,371,640	1,979,360	98%
Repairs and Maintenance	25,636,000	(3,100,000)	22,536,000	21,786,015	749,985	97%
Contracted Services	10,796,000	(1,120,000)	9,676,000	9,129,308	546,692	94%
<b>Total Expenditure</b>	<b>476,100,000</b>	<b>50,415,000</b>	<b>526,515,000</b>	<b>533,579,293</b>	<b>(7,064,293)</b>	
<b>Surplus for the period</b>				<b>(6,953,333)</b>		
<b>Capital Expenditure</b>	<b>30,000,000</b>	<b>310,000,000</b>	<b>340,000,000</b>	<b>12,675,740</b>	<b>327,324,260</b>	<b>3%</b>

## Notes:

- i. Other than the differed capital income recognized in the statement of financial performance and actual payments for the purchase of assets, there are no reconciling items to warrant a reconciliation between surplus as per statements of financial performance and comparison of budget and actual amounts.
- ii. An explanation of differences between actual and budgeted amounts (10% over/under) have been provided in detail under note 39 as required by IPSAS 24.14





# »» NOTES TO THE FINANCIAL STATEMENTS



## 1. General Information

Competition Authority of Kenya is established by and derives its authority and accountability from Competition Act No. 12 of 2010. The Entity is wholly owned by the Government of Kenya and is domiciled in Kenya. The Entity's principal activity is to enhance the welfare of the people of Kenya by promoting and protecting effective competition in markets and preventing unfair and misleading market conduct.

## 2. Statement of Compliance and Basis of Preparation

The financial statements have been prepared on a historical cost basis except for the measurement at re-valued amounts of certain items of property, plant and equipment, marketable securities and financial instruments at fair value, impaired assets at their estimated recoverable amounts and actuarially determined liabilities at their present value. The preparation of financial statements in conformity with International Public Sector Accounting Standards (IPSAS) allows the use of estimates and assumptions. It also requires management to exercise judgement in the process of applying the Entity's accounting policies. The areas involving a higher degree of judgement or complexity, or where assumptions and estimates are significant to the financial statements, are disclosed in Note 5 of these financial statements.

The financial statements have been prepared and presented in Kenya Shillings, which is the functional and reporting currency of the Entity. The financial statements have been prepared in accordance with the PFM Act, the State Corporations Act (include any other applicable legislation), and International Public Sector Accounting Standards (IPSAS). The accounting policies adopted have been consistently applied to all the years presented.

## 3. Adoption of new and revised standards

### a) New and amended standards and interpretations in issue effective in the year ended 30<sup>th</sup> June, 2023

The Authority did not early adopt any new or amended standards in the year ended 30<sup>th</sup> June, 2023.

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

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While amendments to IPSAS 13, IPSAS 21 and IPSAS 26 and IPSAS 17& 33 removing the transitional provisions have no impact of note to the Authority's financial Statements given the Authority's dealings does not ordinarily result in a significant portion of cash generating assets and the Authority is not a first time IPSAS adopter.

### **b) New and amended standards and interpretations in issue but not yet effective in the year ended 30<sup>th</sup> June, 2023**

IPSAS 41 which became effective as from 1<sup>st</sup> January 2023 outlines the requirements for recognition and measurements of financial assets, financial liabilities and some contracts to buy or sell non-financial items. Financial instruments are initially recognized when the Authority becomes a party to the contractual provisions of the instruments and are classified into various categories depending on the type of the instrument. The basis of subsequent measurement is either amortized cost or fair value depending on the categorisation of the particular instrument.

However, adoption and application of IPSAS 41 had no significant qualitative and or quantitative impact on the Authority's financial statements for the year ended 30<sup>th</sup> June, 2023 given the reliance on direct government funding through exchequer to fund its operation. Financial instruments are not projected to form a significant part of the Authorities assets in the foreseeable future.

A summary of the significant accounting policies, which have been consistently applied in the preparation of these annual financial statements, are disclosed below.

### **c) Early adoption of standards**

The Authority did not early adopt any new or amended standards in the financial year.

### 4. Summary of Significant Accounting Policies

#### a) Revenue Recognition

##### *i) Revenue from non-exchange transactions*

##### **Fees, taxes and fines**

The Entity recognizes revenues from fees, taxes and fines when the event occurs and the asset recognition criteria are met. To the extent that there is a related condition attached that would give rise to a liability to repay the amount, deferred income is recognized instead of revenue. Other non-exchange revenues are recognized when it is probable that the future economic benefits or service potential associated with the asset will flow to the Entity and the fair value of the asset can be measured reliably.

##### **Transfers from other government entities**

Revenues from non-exchange transactions with other government entities are measured at fair value and recognized on obtaining control of the asset (cash, goods, services and property) if the transfer is free from conditions and it is probable that the economic benefits or service potential related to the asset will flow to the Entity and can be measured reliably. To the extent that there is a related condition attached that would give rise to a liability to repay the amount, the amount is recorded in the statement of financial position and realised in the statement of financial performance over the useful life of the assets that has been acquired using such funds.

##### *ii) Revenue from exchange transactions*

##### **Merger filing fees**

This is an amount payable to the Authority by merging parties when filing for a merger in exchange for the Authority considering the application and granting approval with or without conditions as the case may be. The amount payable is graduated from **Ksh.1M-Ksh.4M** for turnover or asset base from **Ksh.1B-Ksh.50B** respectively whichever is higher.



## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

The Authority recognizes revenue from local merger filing fees by reference to the stage of completion when the outcome of the transaction can be estimated reliably. The stage of completion is measured by reference to labour hours incurred to date as a percentage of total estimated labour hours. Where the outcome cannot be measured reliably, revenue is recognized only to the extent that the expenses incurred are recoverable. The Authority's share of the Merger filing fees from COMESA Competition Commission is recognized when received.

### **b) Budget information**

The Authority is typically subject to budgetary limits in the form of appropriations or budget authorisations, which is given effect through authorising legislation. Public Finance Management Act No.18 of 2012 requires public entities to include in their reports information on whether resources were obtained and used in accordance with the legally adopted budget.

The original budget for FY 2022/23 was approved by the National Treasury on 30<sup>th</sup> June, 2022. Subsequent revisions or additional/reduced appropriations were made to the approved budget in accordance with specific approvals from the Authority's board.

The Entity's budget is prepared on a different basis to the actual income and expenditure disclosed in the financial statements. The financial statements are prepared on accrual basis using a classification based on the nature of expenses in the statement of financial performance, whereas the budget is prepared on a cash basis. The amounts in the financial statements were recast from the accrual basis to the cash basis and reclassified by presentation to be on the same basis as the approved budget.

A comparison of budget and actual amounts, prepared on a comparable basis to the approved budget, is then presented in the statement of comparison of budget and actual amounts. In addition to the basis difference, adjustments to amounts in the financial statements are also made for differences in the formats and classification schemes adopted for the presentation of the financial statements and the approved budget.

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

A statement to reconcile the actual amounts on a comparable basis included in the statement of comparison of budget and actual amounts and the actuals as per the statement of financial performance has been presented under note 39 of these financial statements.

### c) Property Plant and equipment

The cost of an item of property, plant and equipment is recognized as an asset when;

- It is probable that future economic benefits or service potential associated with the item will flow to the Authority; and
- The cost can be measured reliably.

All property, plant and equipment are stated at cost less accumulated depreciation and impairment losses. Cost includes expenditure that is directly attributable to the acquisition of the items. When significant parts of property, plant and equipment are required to be replaced at intervals, the Authority recognizes such parts as individual assets with specific useful lives and depreciates them accordingly. Likewise, when a major inspection is performed, its cost is recognized in the carrying amount of the plant and equipment as a replacement if the recognition criteria are satisfied. All other repair and maintenance costs are recognized in surplus or deficit as incurred. Where an asset is acquired in a non-exchange transaction for nil or nominal consideration the asset is initially measured at its fair value.

The useful lives of items of property, plant and equipment have been assessed as follows:

Item	Depreciation Method	Average Useful Life
Furniture and fixtures	Reducing balance	8 Years
Motor Vehicles	Reducing balance	4 Years
Office equipment	Reducing balance	8 Years
IT equipment		
Computer equipment	Reducing balance	3 Years

The depreciable amount of an asset is allocated on a systematic basis over its useful life. The Authority assesses at each reporting date whether there is any indication that the Authority's expectation about the residual value and the useful life of an asset have changed since the preceding reporting date. If any such indication exists, the Authority revises the expected useful life and/or residual value accordingly.

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

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The change is accounted for as a change in an accounting estimate. The depreciation charge for each period is recognized in surplus or deficit. Items of property, plant and equipment are derecognized when disposed of or when there are no further economic benefits or service potential expected from the use of the asset.

It is the policy of the Authority to charge full depreciation on all its non-current assets including intangible assets in the year of purchase and no depreciation in the year of disposal.

### **d) Leases**

The Authority has a running operating lease agreement with the CBK Pension Towers for the provision of the office block that houses its Headquarters. Obligations arising out of the operating lease are recognised as an expense on a straight line basis over the lease term. The difference between the amounts recognized as an expense in the Statement of Financial Performance and the contractual payments are recognised as an operating lease liability or asset as appropriate.

### **e) Intangible Assets**

An intangible asset is recognized as an asset when;

- It is probable that future economic benefits or service potential associated with the item will flow to the Authority; and
- The cost or fair value can be measured reliably.

Intangible assets are carried at cost less any accumulated amortisation and any impairment losses. The cost of intangible assets acquired in a non-exchange transaction is their fair value at the date of the exchange. The amortisation period and the amortisation method for intangible assets are reviewed at each reporting date.

The useful life of the intangible assets is assessed as either finite or indefinite. Reassessing the useful life of an intangible asset with finite useful life after it was classified as infinite is an indicator that the asset may have been impaired. As a result, the asset is tested for impairment and the remaining carrying amount is amortised over its useful life. Intangible assets are acquired.

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

Amortisation is provided to write down the intangible assets, on a reducing balance basis, to their residual values as follows:

Item	Depreciation Method	Average Useful Life
Computer software	Reducing balance	4 Years

### f) Inventories

Inventories are initially measured at cost except where inventories are acquired through a non-exchange transaction, then their cost are the fair value as at the date of acquisition. Inventories are recognized as an expense when deployed for utilization or consumption in the ordinary course of operations of the Authority.

### g) Provisions

Provisions are recognized when:

- The Authority has a present obligation (legal or constructive) as a result of a past event,
- It is probable that an outflow of resources embodying economic benefits or service potential will be required to settle the obligation; and
- A reliable estimate can be made of the amount of the obligation.

The amount of the provision is the best estimate of the expenditure expected to be required to settle the obligation at the reporting date. Where the Authority expects some or all of a provision to be reimbursed, for example, under an insurance contract, the reimbursement is recognized as a separate asset only when the reimbursement is virtually certain. The expense relating to any provision is presented in the statement of financial performance net of any reimbursement.

Provisions are reviewed at each reporting date and are adjusted to reflect the current best estimate and are reversed if it is no longer probable that an outflow of economic resources embodying economic benefits or service potential will be required, to settle the obligation. The details of the provisions made in preparing these Financial Statements are disclosed in note 26.



### **h) Contingent liabilities**

The Entity does not recognize a contingent liability but discloses details of any contingencies in the notes to the financial statements, unless the possibility of an outflow of resources embodying economic benefits or service potential is remote.

### **i) Contingent assets**

The Authority does not recognize a contingent asset but discloses details of a possible asset whose existence is contingent on the occurrence or non-occurrence of one or more uncertain future events not wholly within the control of the Entity in the notes to the financial statements. Contingent assets are assessed continually to ensure that developments are appropriately reflected in the financial statements. If it has become virtually certain that an inflow of economic benefits or service potential will arise and the asset's value can be measured reliably, the asset and the related revenue are recognized in the financial statements of the period in which the change occurs.

### **j) Nature and purpose of reserves**

The Authority creates and maintains reserves in terms of specific requirements. As at 30th June, 2023, the Authority had accumulated reserves of Ksh. 53,135,494 consisting of surpluses arising from the excess of income over expenses in the Statement of Financial performance.

### **k) Changes in Accounting policies and estimates**

The Authority recognizes the effects of changes in accounting policy retrospectively. The effects of changes in accounting policy are applied prospectively if retrospective application is impractical.

### **l) Employee Benefits**

The Authority operates a retirement benefit scheme for all its permanent and pensionable employees. Further an amount equivalent to 31% of basic salary has been set aside as gratuity for all employees on contract.



## NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

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The provisions for employee entitlements to salaries and annual leave represent the amount which the Authority has a present obligation to pay as a result of employees' services provided for at the reporting date. The contribution towards employee pension scheme and staff gratuity for employees on contract are recognized in the statement of financial performance in the year in which the employees rendered their services to the Authority.

### **m) Foreign Currency Transactions**

Transactions in foreign currencies are initially accounted for at the ruling rate of exchange on the date of the transaction. Trade creditors or debtors denominated in foreign currency are reported at the statement of financial position reporting date by applying the exchange rate on that date. Exchange differences arising from the settlement of creditors, or from the reporting of creditors at rates different from those at which they were initially recorded during the period, are recognized as income or expenses in the period in which they arise.

### **n) Financial Assets and Liabilities**

The Authority recognizes financial assets or liability in the statement of financial position only when it becomes a party to the contract giving rise to the asset or liability. On initial recognition, the asset or liability is measured using the fair value model. However, where the effect of discounting is immaterial, as is often the case due to the nature of Authority's operations, short term payables and receivables are measured at the original invoice amount. Subsequent recognition is based on the amortized cost model. The Authority derecognizes a financial asset/liability when the Authority's rights/obligations under the contracts creating a financial liability or asset expires or the Authority transfers its rights/obligations to a third party. Any residual right or obligation under such contracts is recognized as a separate asset/liability.

### **o) Related Parties**

The Authority regards a related party as a person or an entity with the ability to exert control individually or jointly, or to exercise significant influence over the Authority, or vice versa.

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

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Members of key management and their close family members are regarded as related parties and comprise the Director General, members of the Authority's board and Managers. Other related parties include; The Competition tribunal and the parent Ministry; The National Treasury. Details of transactions with related parties are as disclosed in note 35.

### **p) Cash and Cash Equivalents**

Cash and cash equivalents comprise cash on hand and cash at bank, short-term deposits on call and highly liquid investments with an original maturity of three months or less, which are readily convertible to known amounts of cash and are subject to insignificant risk of changes in value. Bank account balances include amounts held at various commercial banks at the end of the financial. The details of the Authority's cash balances are shown in note 19.

### **q) Comparative Figures**

Where necessary comparative figures for the previous financial year have been amended or reconfigured to conform to the required changes in presentation.

### **r) Subsequent Events**

Events after the reporting date are those events, both favourable and unfavourable, that occur between the reporting date and the date when the financial statements are authorised for issue. Subsequent events can be classified into two types:

- those that provide evidence of conditions that existed at the reporting date (adjusting events after the reporting date); and
- those that are indicative of conditions that that arose after the reporting date (non-adjusting events)

The Authority will adjust the amounts recognised in the financial statements to reflect adjusting events after the reporting date once the event occurred. The Authority will disclose the nature of the event and an estimate of its financial effects or a statement that such estimate cannot be made in respect of all material non-adjusting events, where non-disclosure could influence the economic decisions of users taken on the basis of the financial statements.

# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

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There have been no events subsequent to the financial year end with a significant impact on the financial statements for the year ended June 30, 2023.

### 5. Significant judgements and sources of estimation uncertainty

In preparing annual financial statements in conformity with IPSAS management is required to make judgments, estimates and assumptions that affect the amounts of revenues, expenses, assets and liabilities represented in the annual financial statements and related disclosures at the end of the reporting period.

However, uncertainty about these assumptions and estimates could result in outcomes that require a material adjustment to the carrying amount of the asset or liability affected in future periods. Significant judgements, estimates and assumptions include;

#### Estimates and assumptions

The key assumptions concerning the future and other key sources of estimation uncertainty at the reporting date that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year, are described below. The Authority based its assumptions and estimates on parameters available when the financial statements were prepared. However, existing circumstances and assumptions about future developments may change due to market changes or circumstances arising beyond the control of the Authority. Such changes are reflected in the assumptions when they occur as required by IPSAS 1.140.

#### Useful lives and residual values

The useful lives and residual values of assets are assessed using the following indicators to inform potential future use and value from disposal:

- The condition of the asset based on the assessment of experts engaged by the Authority
- The nature of the asset, its susceptibility and adaptability to changes in technology
- The nature of the processes in which the asset is deployed
- Availability of funding to replace the asset
- Changes in the market in relation to the asset



# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

### Depreciation and amortisation

The Authority's management determines the estimated useful lives and related depreciation charges on the basis of the industry norm and increases the depreciation charge where useful lives are less than previously estimated.

#### 6. a) Transfers from Ministries, Departments and Agencies

	Amount recognized in Statement of financial performance	Amount deferred under deferred Income	Amount recognized in capital fund	Total grant income during the year 2022/2023	2021/2022
	Ksh.	Ksh.	Ksh.	Ksh.	Ksh.
The National Treasury	337,229,039	314,870,961	-	652,100,000.00	327,887,523
<b>Total</b>	<b>337,229,039</b>	<b>314,870,961</b>	<b>-</b>	<b>652,100,000.00</b>	<b>327,887,523</b>

All transfers recorded and recognized in the Statement of Financial performance have been confirmed and reconciled with those recorded by the transferring Ministry-The National Treasury.

#### b) Transfers from Other Government Entities

Description	2022/2023	2021/2022
	Ksh.	Ksh.
Unconditional grants		
Operational grant	-	-
Total Unconditional Grants	-	-
Conditional grants		
Regional Integration Implementation Program (RIIP)	9,000,000	3,000,000
<b>Total government grants and subsidies</b>	<b>9,000,000</b>	<b>3,000,000</b>

The Authority is one of the implementing agencies of the Regional Integration Implementation Program under the COMESA Competition Commission Integration Program. In the FY 2022/2023, the Authority received Ksh. 9M (FY 2021/22 - Kshs.3M) towards this program.

# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

All agencies which are beneficiaries of the fund are required to report on the progress and impact of the expenditure on the program to guarantee continued funding.

### 7. Fees, Fines & Penalties

Fees, Fines and penalties are levied against companies found to infringe the Competition law by engaging in unfair trade practices. This includes consummating mergers without approval by the Authority as well as infringements of consumer rights/welfare. Fines and penalties levied during the year were Kshs 15,652,071. (FY 2021/22 - Kshs.12,721,429)

### 8. Rendering of services

Rendering of services fees relates to revenue generated from merger cases filed by merging/acquiring Companies both locally and regionally with the COMESA Competition Commission. The Authority's share of the COMESA filing fees is arrived at using a predetermined formula agreed upon by and applicable to all the member Countries and is recognized when received. The total received in respect of each category is as shown below;

Description	2022/2023	2021/2022
	Ksh.	Ksh.
Merger filling fees-Local	39,000,000	34,077,158
Merger filling fees-COMESA	119,710,781	86,384,009
<b>Total</b>	<b>158,710,781</b>	<b>120,461,167</b>

### 9. Finance Income

Descriptions	2022/2023	2021/2022
	Ksh.	Ksh.
Interest from fixed deposits	14,717,953	17,974,137
<b>Total</b>	<b>14,717,953</b>	<b>17,974,137</b>

This is interest from investments of surplus cash mainly from gratuity, car and mortgage accounts in short-term fixed deposits to generate AIA.

# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

### 10. Other Income

Description	2022/2023	2021/2022
	Ksh.	Ksh.
Training fess	1,268,600	1,689,745
Insurance compensation received	176,555	-
<b>Total</b>	<b>1,445,155</b>	<b>1,689,745</b>

Other income relates to training fees charged on law and economic regulation course which the Authority conducts annually. Participants pay a fee to meet the running costs of the course.

### 11. Use of Goods & Services

	2022/2023	2021/2022
	Ksh.	Ksh.
Insurance of Assets	3,194,648	1,129,366
Staff Welfare	2,520,935	2,031,907
Communication Costs	5,960,003	5,877,577
Domestic Travel Subsistence Costs	4,648,202	6,898,236
Foreign Travel Subsistence Costs	2,260,045	3,948,434
Printing and Advertising Costs	2,534,336	2,018,441
Rent and Rates	45,498,861	36,860,304
Training Expenses	19,923,807	9,960,788
Official Entertainment and Conference Facilities	4,514,087	4,943,422
General Office Supplies	1,953,918	2,193,934
Motor Vehicle Expenses	1,775,402	1,109,389
Subscription to Professional Bodies	1,351,326	1,233,792
Bank Charges	411,424	433,788
<b>Total</b>	<b>96,546,994</b>	<b>78,639,379</b>

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

### 12. Employee Costs

	2022/2023	2021/2022
	Ksh.	Ksh.
Salaries and Allowances	221,274,055	214,689,225
Contribution to Pensions	17,992,719	17,270,264
Staff Gratuity	20,701,852	20,615,827
Staff Medical Insurance	21,566,846	23,203,569
Decrease in Provision for Staff Leave	199,633	(150,900)
<b>Total</b>	<b>281,735,106</b>	<b>275,627,985</b>

### 13. Board Expenses

	2022/2023	2021/2022
	Ksh.	Ksh.
Honoraria	938,249	812,903
Sitting & Lunch Allowances	3,737,985	1,845,920
Board Induction & Travel	3,106,440	2,923,881
Telephone	86,000	199,452
Insurance	234,156	37,346
Local Travel Costs	4,248,962	3,513,577
Conference Facilities	3,644,644	2,008,258
<b>Total</b>	<b>15,996,436</b>	<b>11,341,337</b>

### 14. Depreciation and Amortization

	2022/2023	2021/2022
	Ksh.	Ksh.
Property, Plant & Equipment	11,471,855	11,818,953
Intangible Assets	9,541,939	12,099,251
<b>Total</b>	<b>21,013,794</b>	<b>23,918,205</b>



## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

### 15. Policy, Risk, Competition & Consumer Protection Expenses

	2022/2023	2021/2022
	Ksh.	Ksh.
Awareness & Publicity Campaigns	4,308,959	3,893,660
Policy, Research & Market Enquiries	40,945,646	34,343,764
Regulation of Mergers & Acquisitions	7,558,699	3,836,519
CPD Investigations and Enforcement	1,047,563	16,191,315
Enforcement of Restrictive Trade Practices	15,216,222	5,872,294
COMESA-RIIP	9,443,026	2,872,307
Risk and Quality Assurance	6,304,475	7,258,103
Buyer Power	2,374,851	2,714,000
Development of open gauge system	172,200	-
<b>Total</b>	<b>87,371,640</b>	<b>76,981,962</b>

### 16. Repairs and Maintenance

	2022/2023	2021/2022
	Ksh.	Ksh.
Motor Vehicles	992,310	1,057,750
Property, Plant & Equipment	20,793,705	19,224,830
<b>Total</b>	<b>21,786,015</b>	<b>20,282,580</b>

### 17. Contracted Services

	2022/2023	2021/2022
	Ksh.	Ksh.
Consultancy	1,999,070	1,082,500
Hire of Security	837,520	793,440
Cleaning Expenses	2,058,800	1,847,419
Legal Services	3,537,918	212,044
Audit Fees	696,000	696,000
<b>Total</b>	<b>9,129,308</b>	<b>4,631,403</b>

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

### 18. Gain (Loss) on Disposal of Assets

The Authority disposed assets with acquisition cost of Ksh 12,099,281 and accumulated depreciation of Ksh 10,409,289. Cash received from received from the disposal of assets amounted to Ksh 698,155. This translated to a loss on disposal of assets of Ksh 991,837 (FY 2021/22 - Gain of Ksh 9,953).

### 19. Cash and Cash Equivalents

	2022/2023	2021/2022
	Ksh.	Ksh.
Current Account	547,631,375	149,343,441
Staff Gratuity Account	10,902,638	83,145,729
NBK-Dollar Account	13,450,668	9,085,710
<b>Total</b>	<b>571,984,680</b>	<b>241,574,880</b>

#### Detailed Analysis of the Cash and Cash Equivalents

Financial Institution	Account Number	2022/2023	2021/2022
		Ksh.	Ksh.
a) Current Account			
Kenya Commercial Bank	1136286179	69,623,577	44,911,154
Family Bank	068000026095	478,007,798	3,324,937
Call Deposits	-	-	101,107,350
<b>Sub- Total</b>		<b>547,631,375</b>	<b>149,343,441</b>
b) Gratuity			
Kenya Commercial Bank	1143496191	10,902,638	8,145,729
Fixed Deposit	-	-	75,000,000
<b>Sub- Total-</b>		<b>10,902,638</b>	<b>83,145,729</b>
c) Dollar Account			
National Bank of Kenya	02060204765100	13,450,668	9,085,710
<b>Sub- Total</b>		<b>13,450,668</b>	<b>9,085,710</b>
<b>Grand Total</b>		<b>571,984,680</b>	<b>241,574,880</b>

# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

### 20. Receivables from Exchange Transactions

#### (a) Receivables from Exchange Transactions (Current)

	2022/2023	2021/2022
	Ksh.	Ksh.
Staff Travel imprest	1,624,380	7,500,823
Staff Car Loan Scheme Debtors	1,949,083	5,348,511
Staff Car Mortgage Loan Scheme Debtors	12,717,730	205,275,955
Prepaid Rent	-	3,007,325
Prepaid Insurance	5,794,034	5,963,667
<b>Total</b>	<b>22,085,226</b>	<b>227,096,282</b>

#### (b) Receivables from Exchange Transactions (Long-term)

	2022/2023	2021/2022
	Ksh.	Ksh.
Staff Car Loan Scheme Debtors	2,987,621	-
Staff Car Mortgage Loan Scheme Debtors	182,964,394	-
<b>Total</b>	<b>185,952,015</b>	<b>-</b>

### 21. Inventories

	2022/2023	2021/2022
	Ksh.	Ksh.
<b>Consumable stores</b>	<b>1,263,109</b>	<b>2,485,752</b>

# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

### 22. Property, Plant and Equipment

	Motor Vehicles	Office Equipment	Computer Equipment	Furniture & fittings	Total
Depreciation rate	25.00%	12.50%	33.33%	12.50%	
<b>Cost</b>					
As at 1 <sup>st</sup> July 2021	44,023,707	17,855,203	51,156,581	26,715,245	139,750,735
Additions	-	9,685,006	1,530,690	8,725,665	19,941,361
Disposals	-	-	(325,700)	-	(325,700)
<b>As at 30<sup>th</sup> June 2022</b>	<b>44,023,707</b>	<b>27,540,209</b>	<b>52,361,571</b>	<b>35,440,910</b>	<b>159,366,397</b>
As at July 2022	44,023,707	27,540,209	52,361,571	35,440,910	159,366,397
Additions	-	4,395,740	6,410,000	-	10,805,740
Disposals	(3,900,000)	(12,000)	(7,056,731)	(1,130,550)	(12,099,281)
<b>As at 30<sup>th</sup> June 2023</b>	<b>40,123,707</b>	<b>31,923,949</b>	<b>51,714,840</b>	<b>34,310,360</b>	<b>158,072,856</b>
<b>Accumulated Depreciation</b>					
As at 1 <sup>st</sup> July 2021	30,599,924	7,465,803	42,187,614	15,588,142	95,841,483
Charge for the year	3,355,946	2,509,300	3,472,112	2,481,596	11,818,953
Disposals	-	-	(243,421)	-	(243,421)
<b>As at 30<sup>th</sup> June 2022</b>	<b>33,955,870</b>	<b>9,975,103</b>	<b>45,416,305</b>	<b>18,069,738</b>	<b>107,417,015</b>
As at July 2022	33,955,870	9,975,103	45,416,305	18,069,738	107,417,015
Charge for the year	2,419,349	2,744,590	4,201,740	2,106,175	11,471,855
Disposals	(3,509,560)	(7,877)	(6,283,073)	(608,780)	(10,409,289)
<b>As at 30<sup>th</sup> June 2023</b>	<b>32,865,660</b>	<b>12,711,817</b>	<b>43,334,973</b>	<b>19,567,133</b>	<b>108,479,582</b>
<b>Net Book Value</b>					
<b>As at 30<sup>th</sup> June 2022</b>	<b>10,067,837</b>	<b>17,565,106</b>	<b>6,945,266</b>	<b>17,371,172</b>	<b>51,949,381</b>
<b>As at 30<sup>th</sup> June 2023</b>	<b>7,258,047</b>	<b>19,212,132</b>	<b>8,379,867</b>	<b>14,743,227</b>	<b>49,593,274</b>



# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

### 23. Intangible Assets

	2022/2023	2021/2022
	Ksh.	Ksh.
<b>Cost</b>		
At the beginning of the year	106,187,937	104,207,937
Additions	1,870,000	1,980,000
Disposals	-	-
<b>At end of the year</b>	<b>108,057,937</b>	<b>106,187,937</b>
<b>Accumulated Amortization</b>		
At the beginning of the year	69,890,183	57,790,932
Amortization	9,541,939	12,099,251
Disposals	-	-
<b>At end of the year</b>	<b>79,432,122</b>	<b>69,890,183</b>
<b>Net Book Value</b>	<b>28,625,815</b>	<b>36,297,754</b>

It is the policy of the Authority to amortize all Intangible Assets at the rate of 25% on a reducing balance basis.

### 24. Securities & Deposits

	2022/2023	2021/2022
	Ksh.	Ksh.
NBK-Staff Car Loan Scheme Account	42,195,553	40,640,151
ABSA-Staff Mortgage Scheme Account	76,280,137	65,006,376
KCB-Staff Mortgage	253,458	231,970
KCB-Staff Mortgage Call Account	34,313,179	31,356,066
<b>Total</b>	<b>153,042,328</b>	<b>137,234,562</b>

These are bank balances as at 30<sup>th</sup> June, 2023 in National Bank of Kenya, Kenya Commercial Bank and Absa Bank, which are placed as security against staff car and mortgage advances to support concessionary interest rate loans to staff.

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

The contract with the banks stipulate that the cash balances are available to the Authority on call or upon termination by either party in which case the outstanding loans revert to commercial terms enforceable between the lender and the borrower. All risks related to the scheme are borne by the banks except where the Authority is found directly culpable.

### 25. Trade and other Payables

	2022/2023	2021/2022
	Ksh.	Ksh.
Trade Payables	18,833,550	3,193,733
Staff Claims	432,227	-
Withholding Taxes	36,450	135,306
Withholding VAT	319,872	278,336
Withholding Rent	415,705	-
Unremitted Payroll Deductions	5,255,854	5,049,439
Deferred Lease Liability	5,097,245	5,097,245
Deferred Income	-	4,362,015
<b>Total</b>	<b>30,390,904</b>	<b>18,116,075</b>

### 26. Current Provisions

	Staff Leave	Audit Fees	Total
	Ksh.	Ksh.	Ksh.
Provisions as at 1 <sup>st</sup> July, 2022	5,510,400	696,000	6,206,400
Additional provisions	199,633	696,000	895,633
Provision utilized during the year	-	-	-
Provisions as at 30 <sup>th</sup> June, 2023	<b>5,710,033</b>	<b>1,392,000</b>	<b>7,102,033</b>

# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

### 27. Deferred Capital Income

	2022/2023	2021/2022
	Ksh.	Ksh.
As at 1 <sup>st</sup> July	80,723,195	70,985,718
Additions during the year	325,000,000	30,000,000
Amortized during the year	(10,129,039)	(20,262,523)
<b>As at 30<sup>th</sup> June</b>	<b>395,594,156</b>	<b>80,723,195</b>
Current Portion	46,485,673	7,120,851
<b>Non-Current Portion</b>	<b>349,108,483</b>	<b>73,602,344</b>

Development/capital income, Ksh. 10,129,039 was recognized in the statement of financial position and amortised in the statement of financial performance over the useful life of the related asset.

Current deferred capital income, Ksh. 46,485,673 relating to long-term capital assets acquired will be realized in the statement of financial performance within the next one year while non-current deferred capital grant, Ksh. 349,108,483 will be realized in the subsequent years.

### 28. Employee Benefit Obligation

The Authority contributes to the statutory National Social Security Fund (NSSF) which is a defined contribution scheme registered under the National Social Security Act. The Authority's obligation under the scheme is limited to specific contributions legislated from time to time.

Other than NSSF, the Authority also has a registered defined contribution scheme for all its employees on permanent and pensionable employment. The Scheme is administered by a Board of Trustees which is a mix of sponsor appointed and member elected trustees. Employees contribute 10% while the Authority contributes 20% of basic salary. Employer contributions are recognised as expenses in the statement of financial performance within the period they are incurred.

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

In addition the statutory NSSF and the defined contribution scheme, the Authority also sets aside as gratuity for all employees on contract gratuity pay at the rate of 31% of basic pay per employee per month payable to the employees upon expiry of the contract and or during separation. The amount contributed is final obligation and is recognized in the statement of financial performance in the year contributed.

### Staff Gratuity

	2022/2023	2021/2022
	Ksh.	Ksh.
As at 1 <sup>st</sup> July	70,373,316	49,757,489
Contributions during the year	20,701,852	20,615,827
Payments during the year	(47,404,553)	-
<b>As at 30<sup>th</sup> June</b>	<b>43,670,614</b>	<b>70,373,316</b>
Current Portion	37,274,640	40,618,826
<b>Non-Current Portion</b>	<b>6,395,974</b>	<b>29,754,490</b>

### 29. General Reserve

The general reserve fund of Ksh. 416,886,181 (FY 2021/22-Kshs. 416,886,181) represents an amount placed as security with Absa, KCB and National banks of Kenya to secure staff housing mortgage and car loans at concessionary rates.

### 30. Accumulated Surplus

Accumulated surpluses, Ksh. 52,408,537 (FY 2021/22-Kshs. 50,951,625) arose from 10% annual surplus retained by the Authority after remitting 90% to consolidated fund as required under regulation 219 of the Public Finance Management Act (national government) regulation 2015.



# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

### 31. Capital Fund

The Authority inherited a number of assets comprising mainly of furniture, computers, cash balances and payments due to suppliers with a net assets value of Ksh. 52,932,150 from the then Department of Monopolies and Pricing at the National Treasury.

In addition, in the financial year 2014/2015, the National Treasury contributed three computers with an invoice value of Ksh.449,670 for use by the Authority in the Regional Integration Implementation Programme. The Authority was not expected to pay for these assets.

### 32. Surplus Remission

The Authority, being a regulatory agency is required to submit 90% of reported surplus to the consolidated fund as per the provisions of Section 219 (2) of the Public Financial Management Act (national government) regulations 2015. In the year under review, the Authority will remit Kshs. 13,112,202 to the Exchequer (FY 2021/22 - Nil).

	2022/2023	2021/2022
	Ksh.	Ksh.
Surplus for the period	14,569,114	(7,678,896)
Less: Allowable deductions by NT	1,456,911	-
90% Computation (Included in Statement of Financial Performance)	13,112,202	-
<b>Total</b>	<b>14,569,114</b>	<b>-</b>

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

### 33. Cash Generated from Operations

	2022/2023	2021/2022
	Ksh.	Ksh.
Surplus for the year	14,569,114	(7,678,896)
Adjusted for :		
Depreciation	21,013,794	23,918,205
Loss (Profit) on disposal of non-current assets	991,837	(9,953)
Working Capital adjustments		
(Increase)/Decrease in Receivables from Exchange Transactions	19,059,041	(57,538,457)
(Increase)/Decrease in Inventories	1,222,643	1,716,299
(Increase)/Decrease in Securities & Deposits	(15,807,765)	133,921,260
Increase/(Decrease) in Trade and Other Payables	12,274,829	(264,791)
Increase/(Decrease) in Current Provisions	895,633	(150,900)
Increase/(Decrease) Employee Benefit Obligation	(26,702,701)	20,615,827
Increase/(Decrease) Deferred Capital Grant	314,870,961	9,737,477
<b>Net cash flow from operating activities</b>	<b>342,387,386</b>	<b>124,266,070</b>

### 34. Financial Risk Management

The Authority has a policy and framework on risk management. The Strategic risk register is reviewed quarterly by management. The Authority's activities expose it to interest, credit and liquidity risks.

#### Credit risks

Credit Risk refers to the risk that a counterparty to a financial instrument will default on its contractual obligation resulting in financial loss to the Authority. Credit Risk arises from bank balances, receivables and amounts due from related parties. Although this risk is unlikely to occur in the short term, it is mitigated as follows:

- Cash and short-term deposits are placed with well-established financial institutions of high quality and credit standing and also approved by the National Treasury;
- Funds are invested in short-term facilities; and
- The Authority does not raise receivables in its ordinary course of business.

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

Credit risk with respect to accounts receivable is limited due to the nature of the Authority's business and its reliance on government grant as the main source of funding.

The Authority's exposure to credit risk at the end of the financial year is best represented by;

	2022/2023	2021/2022
	Ksh.	Ksh.
Cash at bank	571,984,680	241,574,879
Security and deposits	153,042,328	137,234,562
Staff travel imprest	1,624,380	7,500,823
Staff car loan debtors	4,936,704	5,348,511
Staff mortgage loan debtors	195,682,124	205,275,955
Prepaid rent	-	3,007,325
Prepaid insurance	5,794,034	5,963,667
<b>Total</b>	<b>933,064,248</b>	<b>605,905,724</b>

All the Authority's receivables are performing and are expected to be repaid.

### Liquidity

The Authority's liquidity risk is as a result of funds availability to cover future commitments. The Authority manages liquidity risk by monitoring forecasted cash flows and ensuring that the necessary funds are available to meet any commitments which may arise.

Cash which is not utilized is invested immediately in Treasury bills and call accounts. The amounts that best describes the Authority's exposure to liquidity risk at the end of the financial year is as follows;

At 30 <sup>th</sup> June, 2023	Less than 1 month	Between 1-3 months	Over 5 months	Total
	Ksh.	Ksh.	Ksh.	Ksh.
Trade and other payables	18,833,550	-	-	18,833,550
Taxes	772,027	-	-	772,027
Payroll deductions	5,255,854	-	-	5,255,854
Staff leave provisions	7,102,033	-	-	7,102,033
<b>Total</b>	<b>31,963,465</b>			<b>31,963,465</b>

## » NOTES TO THE FINANCIAL STATEMENTS (CONTINUED)

At 30 <sup>th</sup> June, 2022	Less than 1 month	Between 1-3 months	Over 5 months	Total
	Ksh.	Ksh.	Ksh.	Ksh.
Trade and other payables	3,193,733	-	-	3,193,733
Taxes	413,642	-	-	413,642
Payroll deductions	5,049,439	-	-	5,049,439
Staff leave Provisions	6,206,400	-	-	6,206,400
<b>Total</b>	<b>14,863,214</b>			<b>14,863,214</b>

### Market risks

Market risk is the risk that the value of an investment will decrease due to changes in market factors. The above stated mitigating factors apply to market risk as well. The Authority has transactional currency exposures. Such exposure arises through purchases of services especially fees for international conferences that are done in currencies other than the local currency and receivables arising mainly from the Authority's share of merger filing fees from COMESA Competition Commission. Invoices denominated in foreign currencies are paid within 7 days from the date of receipt of the invoice and conversion at the time of payment is done using the prevailing exchange rate.

The carrying amount of the Authority's foreign currency denominated monetary assets and monetary liabilities at the end of the reporting period are as follows:

	US \$ dollar	Ksh.
Cash at bank- National Bank of Kenya	95,768	13,450,668



# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

### 35. Related Party Transactions

	2022/2023	2021/2022
	Ksh.	Ksh.
a) Grants from National Government		
i. Exchequer budgetary support	652,100,000	337,625,000
ii. COMESA-Regional Integration Implementation Programme	9,000,000	3,000,000
<b>Total</b>	<b>661,100,000</b>	<b>340,625,000</b>
b) Gifts/donations declared by employees	-	-
c) Key management compensation		
(i) Directors' emoluments	15,996,436	11,341,337
(ii) Compensation to the Director General	20,652,816	9,840,000
(iii) Compensation to key management	111,706,756	75,442,666
<b>Total</b>	<b>148,356,008</b>	<b>96,624,003</b>

# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

### 36. Contingent Assets and Contingent Liabilities

#### Court cases

No.	Title	Case Summary	Contingent/Liability
	<b>HC case No. CT 033/2021 Majid Al Futtaim Hypermarkets Limited vs CAK.</b>	Majid Al Futtaim trading as "Carrefour" has appealed to the Competition Tribunal challenging the Authority's decision delivered against it on 4 <sup>th</sup> February, 2020. The Tribunal decided in favour of the Authority. The Appellants filed a second Appeal before the High Court.	The Authority is likely to incur legal liability in the sum of Kenya Shillings Seven Hundred and Ninety Thousand (Kshs. 790,000/=) plus suit costs.
	<b>CMC Milimani No. E 8140 Gulf African Bank vs Simspur Ltd &amp; Others</b>	Gulf African Bank Limited has instituted a suit against Simspur Limited, Gideon Simiyu Wafula, George Omwakwe Omuyaku and Competition Authority of Kenya. The claim is against Simspur Ltd for failure to own an undertaking of KSHS 2,468,337.98/=.	The plaintiff has sought general damages against the Authority. The Authority is likely to incur legal liability in the sum of Kenya Shillings One Hundred and Fifty Eight Thousand (Kshs 158,000)

### 37. Commitments

	2022/2023	2021/2022
	Ksh.	Ksh.
Authorized, contracted and ongoing	238,003,371	-
Authorized but not yet contracted	-	-
<b>Total</b>	<b>238,003,371</b>	<b>-</b>

This relates to the ongoing office partitioning works at our new offices at CBK Pension towers.

### 38. Operating Leases-as Leases (expense)

	2022/2023	2021/2022
Minimum lease payments due	Ksh.	Ksh.
Within one year	36,748,800	29,630,663
In second year	36,748,800	25,712,559
<b>Total</b>	<b>73,497,600</b>	<b>55,343,222</b>

Operating lease payments represent rentals payable by the Authority for leased office space. The lease will be reviewed biennially before commencement of 3<sup>rd</sup> and 5<sup>th</sup> years. No contingent rent is payable.

### 39. Explanation of budget variances higher/lower than 10%

#### a) Fines & penalties

The Authority had budgeted to receive fines & penalties from the results of various cases it was investigating and were at various stages of either completion or negotiations with the parties. However, various outcomes unfavourable to the Authority including notices of appeal against the findings delayed the conclusion of those cases and the expected revenue.

#### b) Rendering of services

This consists of local and regional merger filing fees from COMESA. During the period under review, the number of merger filed at COMESA increased significantly especially the 1<sup>st</sup> half of the year. As a result, more merger filing fees was received then budgeted.

#### c) Finance Income

This consists interest income from unutilised funds mainly from gratuity, car loan and staff mortgage. Since the process acquiring these assets is lengthy, more funds were available during the year for investing in fixed deposits.

#### d) Other income

This is income from annual training organised by the Authority. This year recorded low uptake of the training.

# » NOTES TO THE FINANCIAL STATEMENTS

## (CONTINUED)

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### e) Capital Expenditure

The Authority had budgeted Kshs 30M, However we only received Kshs. 15M of which Kshs 13M was utilised.

### 40. Pending Bills

As at the close of the financial year, the Authority did not have any bill which have not been adequately covered by its cash reserves. All the Authority's recorded liabilities as at the end of the year are current and are adequately covered.

### 41. Events after the reporting date

There have been no material adjusting and non- adjusting events subsequent to the reporting date with a significant impact on the financial statements for the year ended 30<sup>th</sup> June, 2023.

### 42. Ultimate and holding entity

The Authority is a State Corporation under the Ministry of the National Treasury and Planning. Its ultimate parent is the Government of Kenya.

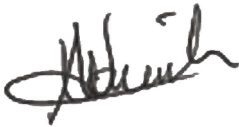


# APPENDIX 1:

## PROGRESS ON FOLLOW UP OF AUDITOR RECOMMENDATION

The following is the summary of issues raised by the external auditor, and management comments that were provided to the auditor.

Reference No. on the external audit Report	Issue / Observations from Auditor	Management comments	Focal Person to resolve the issue (Name and designation)	Status: (Resolved/ Not Resolved)	Time frame: (Put a date when you expect the issue to be resolved)



*Director General*

Date... **7<sup>th</sup> August, 2023** .....

## APPENDIX II:

### INTER-ENTITY TRANSFERS

ENTITY NAME: COMPETITION AUTHORITY OF KENYA

Break down of Transfers from the Ministry of the National Treasury

FY 2022/23

a. Recurrent Grants

	Bank Statement Date	Amount (Ksh.)	FY to which the amounts relate
	29-08-22	69,025,000	2022/23
	13-12-22	69,025,000	2022/23
	23-03-23	69,025,000	2022/23
	31-05-23	51,000,000	2022/23
	27-06-23	69,025,000	2022/23
	<b>Total</b>	<b>327,100,000</b>	

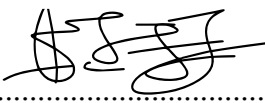
b. Development Grants

	Bank Statement Date	Amount (Ksh.)	FY to which the amounts relate
	28-09-22	7,500,000	2022/23
	29-11-22	7,500,000	2022/23
	<b>Total</b>	<b>15,000,000</b>	
<b>Grand Total</b>		<b>342,100,000</b>	

The above amounts have been communicated to and reconciled with the Parent Ministry.

*Manager, Finance*

Competition Authority of Kenya

Sign.....



I»» FY 2022/23

# ANNUAL REPORT ANNEXURES

# Mergers and Acquisition

## 1.1 Mergers

No.	Title	Sectors	Nature of the transaction	Determination
1.	Equity Bank Kenya Limited and Spire Bank Limited	Finance and Insurance	The transaction involved the sale and purchase of certain assets and liabilities of Spire Bank Limited by Equity Bank Kenya Limited.	Approved on condition that Spire Bank Limited pays redundancy benefits to both its unionized and non-unionized employees, in compliance with the provisions of the Employment Act, Laws of Kenya in the event that Spire Bank Limited undertakes voluntary liquidation after the completion of the proposed transaction.
2.	Dr. Sam Thenya and Healthlink Management Limited	Healthcare	The transaction involved the proposed acquisition of the remaining 75% of issued shares of Healthlink Management Limited by Dr Sam Thenya, who currently holds 25% shareholding in Healthlink Management Limited resulting in sole control.	Approved unconditionally
3.	Deveshkumar Patel, Jeetendra Kumar & Others and Kel Chemicals Limited	Manufacturing	The transaction involved the acquisition of the entire issued share capital of Kel Chemicals Limited by Jeetendra Kumar Somchand, Mahendra Kumar Somchand Haria, Pankaj Somchand Haria, Pradip Somchand Haria, and Deveshkumar Bhupendrabhai Patel.	Approved unconditionally
4.	Shalimar Flowers Kenya Limited and Rhea Holdings Limited	Real Estate	The transaction involved the purchase of certain assets of Rhea Holdings Limited (under receivership) by Shalimar Flowers Kenya Limited.	Approved unconditionally
5.	General Cargo Services Limited and Rongai Workshop & Transport Limited	Transportation and Logistics	The transaction involved the acquisition of the entire issued share capital of Rongai Workshop & Transport Limited by General Cargo Services Limited.	Approved unconditionally



No.	Title	Sectors	Nature of the transaction	Determination
6.	Cactus Cantina Investments Limited and Maisha Microfinance Bank Kenya Limited	Finance and Insurance	The transaction involved the acquisition of 5743684 ordinary shares comprising 55.8% of the allotted and issued share capital of Maisha Microfinance Bank Kenya Limited by Cactus Cantina Investment Limited (formerly Freebank Holding Limited).	Approved unconditionally
7.	Maast Maritime Kenya Limited and Comarco Companies	Transportation and Logistics	The transaction involved the acquisition of all the issued and outstanding shares in the Target Group by the Acquirer such that at completion of the proposed transaction, the Target Group will be 100% directly or indirectly controlled by the Acquirer.	Approved unconditionally
8.	Oak Harbour Holdings Limited and Gilani Supermarket Limited	Transportation and Logistics	The transaction involved the acquisition of control of certain business and assets (distribution business) of Gilani's Supermarket by Oak Harbour Holdings Limited.	Approved unconditionally
9.	Car & General (Trading) Limited and Cummins C&G Holdings Limited	Wholesale and Retail	The transaction involved the acquisition of sole control of Cummins C&G Holdings Limited by Car & General (Trading) Limited, whose current shareholding is 50% in Cummins C&G Holdings Limited.	Approved unconditionally
10.	Braeburn Schools Limited and Hillcrest Investments Limited	Education	The transaction involved the acquisition of certain assets of Hillcrest Investments Limited by Braeburn Schools Limited.	Approved unconditionally
11.	Azorra Aviation Holdings LLC and Wilmington Trust (London) Limited	Aviation	The transaction involved the acquisition of assets (two Embraer Aircraft) of Wilmington Trust (London) Limited by Azorra Aviation Holdings LLC.	Approved unconditionally
12.	Marcoz Holding B.V. and Phima Flowers B.V.	Agriculture/ Floriculture	The transaction involved the acquisition of the entire issued share capital of the Phima Flowers B.V. by Marcoz Holding B.V.	Approved unconditionally
13.	Akbar Brothers (Private) Limited and Ranfer Teas (Kenya) Limited	Manufacturing	The transaction involved the acquisition of a majority stake in Ranfer Teas (Kenya) Limited by Akbar Brothers (Private) Limited.	Approved unconditionally

No.	Title	Sectors	Nature of the transaction	Determination
14.	Solar Panda Kenya Limited and Azuri Technologies Kenya Limited	Renewable Energy	The transaction involved the acquisition of Customer List and Sales Agent List of Azuri Technologies Kenya Limited by Solar Panda Kenya Limited.	Approved Unconditionally
15.	MTZ Holdings Limited and NBP Holdings Limited	Real Estate	The transaction involved the acquisition of the entire issued share capital of NBP Holdings Limited by MTZ Holdings Limited.	Approved unconditionally
16.	Ascent Capital Holdings Africa II Limited and ACME Containers Limited	Manufacturing	The transaction involves acquisition of 75% of the issued share capital of Acme Containers Limited by Ascent Capital Africa II Limited.	Approved unconditionally
17.	Abland Diversified Holdings Limited and Buffalo Mall Naivasha Limited	Real Estate	The proposed transaction involves the acquisition of the remaining 50% shareholding in Buffalo Mall Naivasha Limited by Abland Diversified Holdings Limited.	Approved unconditionally
18.	Nyankumar Vithalbhai Patel and Ellams Products Limited	Manufacturing	The proposed transaction involved the acquisition of 73.6% of the issued share capital of Sintel Security Print Solution Limited (Sintel) by Ramco Plexus Limited (Ramco).	Approved unconditionally
19.	Shalina Healthcare Kenya Limited and Provexa Pharma Kenya Limited	Pharmaceuticals	The proposed transaction involves the purchase of 100% of the issued share capital of Provexa Pharma Kenya Limited by Shalina Healthcare Kenya Limited.	Approved unconditionally
20.	Shorecap III LP and Credit Bank Plc	Finance and Insurance	The proposed transaction involved the subscription for shares by Shorecap III, LP comprising 20% of the total issued shares of Credit Bank Plc.	Approved unconditionally
21.	Lion Investment Bidco Limited and IXAfrica Data Centre Limited	Telecommunications	The transaction involved the acquisition (58.4%) and subscription of (14.6%) shares in IXAfrica Data Centre Limited by Lion Investment Bidco Limited.	Approved unconditionally

No.	Title	Sectors	Nature of the transaction	Determination
22.	Metro Group PLC and Metropolitan Hospital Holdings Limited	Healthcare	The transaction involved the acquisition of 54.9% of the issued capital in Metropolitan Hospital Holdings Limited by Metro Group PLC from Evercare Metropolitan Limited.	Approved unconditionally
23.	CFP UK Holdings Limited and Lake Turkana Wind Power Limited	Energy	The transaction involved the purchase of 31.25% shares in Lake Turkana Wind Power Limited by CFP UK Holdings Limited with certain controlling rights.	Approved unconditionally
24.	Bigot Flowers Kenya PLC and Flamingo Horticulture Investments Limited	Agriculture/ Floriculture	The transaction involved the acquisition of the entire issued share capital of Bigot Flowers Kenya PLC by Flamingo Horticulture Investments Limited.	Approved unconditionally
25.	Premier Bank Limited and First Community Bank	Finance and Insurance	The transaction involved the acquisition of 11,289,087 ordinary shares in the Target undertaking, comprising 62.5% of the entire issued share capital of the Target, by the Acquirer	Approved unconditionally
26.	Pwani Oils Products Limited and Match Masters Limited	Manufacturing	The transaction involved the acquisition of certain assets of Match Masters Limited by Pwani Oil Products Limited.	Approved unconditionally
27.	Hope Advancement Inc. and SMEP Microfinance Bank	Finance and Insurance	The transaction involved the acquisition of fifty- one percent (51%) of all issued ordinary shares of SMEP Microfinance Bank by Hope Advancement Inc.	Approved unconditionally
28.	Stellar Debt Ventures Limited and Catalyst Fund 1 LLC	Finance and Insurance	The transaction involves an acquisition of the entire issued share capital of Catalyst OCL LLC by Stellar Debt Ventures Limited from the Catalyst Fund 1 LLC.	Ongoing
29.	Kopo Kopo Inc. and Moniepoint Inc.	Finance and Insurance	The transaction involved the proposed acquisition of 100% of the shares of Kopo Kopo Inc by Moniepoint Inc.	Ongoing

## 1.2 Exclusions

No.	Title	Sectors	Nature of the transaction
1.	Ustawi Grain Millers Limited and Tahir Sheikh Said Grain Millers Limited	Manufacturing	The transaction involved the purchase of all assets in Tahir Sheikh Said Grain Millers Limited by Ustawi Grain Millers Limited.
2.	Chike Africa Limited and Real People Kenya Limited	Real Estate	The transaction involved the acquisition of 100% shares in Real People Kenya Limited by Chike Africa Limited.
3.	Alchemy Promotions Holdings Limited and Amrod Investments Proprietary Limited	Wholesale and Retail	The transaction involved the acquisition of 81.4% issued share capital of Amrod Investments Proprietary Limited by Alchemy Promotions Holdings Limited.
4.	Goodlife Pharmacy Limited and Neem Pharmacy Company Limited	Pharmaceuticals	The transaction involved the acquisition of business and assets of Neem Pharmacy Company Limited by Goodlife Pharmacy Limited.
5.	Goodlife Pharmacy Limited and Allmed Healthcare Limited, Kahawa Sukari Branch	Pharmaceuticals	The transaction involved the sale and purchase of certain assets of Allmed Healthcare Limited, Kahawa Sukari Branch by Goodlife Pharmacy Limited.
6.	Loisaba Community Trust Registered Trustees and Bollerei Limited	Real Estate	The transaction involved the acquisition of 100% issued share capital in Bollerei Limited by Loisaba Community Trust Registered Trustees.
7.	Greenlight Planet Incorporated and Paygo Energy Inc.	Renewable Energy	The transaction involved the acquisition of all issued shares in PayGo Energy Inc. by Greenlight Planet Incorporated.
8.	FedEx Acquisition B.V. and TNT Express (Worldwide) Kenya Limited	Transportation (Postal and Courier Services)	The transaction involved the acquisition of all the publicly issued and outstanding shares of TNT Express N.V. by FedEx Acquisition B.V. which resulted in the indirect acquisition of TNT Express Worldwide (Kenya) Limited.
9.	Goodlife Pharmacy Limited and Eagle Pharm Chemists Limited	Pharmaceuticals	The transaction involved the sale and purchase of certain assets of Eagle Pharm Chemists Limited located in Nairobi by Goodlife Pharmacy Limited.
10.	Acumen Fund Inc. and Zeraki Inc.	Education	The transaction involved the acquisition of indirect (de facto) control of Zeraki Inc. by Acumen Fund Inc.
11.	Allium Buyer LLC and The Global Engineering Solutions Business of S&P Global INC.	Consultancy	The transaction involved the acquisition of sole control of the global engineering solutions business of S&P Global Inc. by Allium Buyer LLC.



No.	Title	Sectors	Nature of the transaction
12.	WBH Conservancies LLC and Mugie Ranch Limited	Agriculture (Livestock Farming)	The transaction involved the acquisition of 100% of the entire issued share capital of Mugie Ranch Limited by WBH Conservancies LLC.
13.	Aurelius Investment Lux One S.À R.L. and LSG Group	Tourism and Hospitality	The transaction involved the global acquisition of control of the non-European business element of the LSG Group from Lufthansa by Aurelis Investment Lux One S.a.r.l.
14.	Shalimar Flowers Kenya Limited and Karuturi Limited (under receivership)	Agriculture/ Floriculture	The transaction involved the acquisition of certain assets of Karuturi Limited (under receivership) by Shalimar Flowers Kenya Limited.
15.	Goodlife Pharmacy Limited and African Hair Limited	Pharmaceuticals	The transaction involved the acquisition of assets and liabilities of Africanhair Limited by Goodlife Pharmacy Limited.
16.	Nayankumar Vithalbhair Patel and The Grove Limited	Real Estate	The transaction involved the acquisition of 70% of the shares in The Grove Limited by Nayankumar Vithalbhair Patel.
17.	Aramco Overseas Company B.V. and VGP Holdings LLC	Wholesale and Retail	The transaction involved the acquisition of the entire issued share capital of VGP Holdings LLC by Aramco Overseas Company B.V.
18.	Evergreen Avocados Ltd and AG Land Holdings S1 Limited	Agriculture	The transaction involved an acquisition of 100% of the shares in the AGR Land Holdings S1 by Evergreen Herbs Ltd.
19.	Evergreen Herbs Ltd and AGR Land Holdings S3 Limited	Agriculture	The transaction involved an acquisition of 100% of the shares in the AGR Land Holdings S3 by Evergreen Herbs Ltd.
20.	Lakhman Devshi Dhanji Patel and Pinedwell Development Limited	Real Estate	The transaction involved the acquisition of 100% of the issued share capital of Pinedwell Development Limited by Mr. Lakhman Devshi Dhanki Patel.
21.	Junction Investments Limited and Amersham Limited	Transport and Logistics	The transaction involved the acquisition of 100% of the issued share capital of Amersham Limited by Junction Investments Limited.
22.	BHI KHL LLC and Karibu Homes Parktel Limited	Real Estate	The transaction involved the acquisition of 60.52% of the issued share capital of Karibu Homes Parktel Limited by BHI KHL LLC.
23.	Goodlife Pharmacy Limited and Bloom Wellness Limited	Pharmaceuticals	The transaction involved the sale and purchase of certain assets of Bloom Wellness Limited located in Nairobi County by Goodlife Pharmacy Limited.

No.	Title	Sectors	Nature of the transaction
24.	Evergreen Avocados Ltd and AG Land Holdings S2 Limited	Agriculture	The transaction involved the acquisition of 100% of the shares in the AGR Land Holdings S2 by Evergreen Herbs Ltd
25.	Goodlife Chemists Limited and Carltons Chemist Limited	Pharmaceuticals	The transaction involved the sale and purchase of certain assets of Carltons Chemists Limited
26.	EDF International SAS and Econet Energy Kenya Limited	Renewable Energy	The transaction involved a change of control in Econet Energy Kenya Limited from the joint control of EDF International SAS and Distributed Power Africa Limited to the sole control of EDF International SAS
27.	KenafriC Biscuits Limited and KenafriC Industries Limited	Manufacturing	The transaction involved the acquisition of certain assets of KenafriC Industries Limited by Ramrro Holdings Limited and Britania and Associates (Dubai) PVT. Company Limited.
28.	Mawingu Networks Limited (Mauritius) and Infraco Africa Investment Limited	Telecommunications (internet services)	The transaction involved the acquisition of joint control in Mawingu Networks Limited by InfraCo Africa Investment Limited.
29.	Interxion Holding N.V. (Succeeded By Interxion II B.V) and Digital Realty Trust Inc.	Telecommunications (data centres)	The transaction involved the acquisition of all the 100% of the shares in InterXion Holding N.V. by Digital Realty Trust Inc.

## 1.3 Advisory Opinions

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
1.	CIC Insurance PLC's Asset Sale	Finance and Insurance	Parties requested advisory opinion as to whether the proposed sale of land by CIC Insurance Group PLC ("CIC Group") constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act since the sale of the land would be done in the ordinary course of business and would not result in the change of control of the CIC Group as contemplated under rule (6) (1) (c) (v) of the Competition (General) Rules, 2019.
2.	Groth State Holdings Proprietary Limited and Finclusion Group Limited	Finance and Insurance	Parties requested advisory opinion as to whether the exchange of shares between Groth State Holdings Proprietary Limited and Finclusion Group Limited in respect of Trustgro SCA Limited and Growth State East Africa constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that there would be no change in control of the target undertakings as a result of the proposed transaction.
3.	Baloobhai Chhotabhai Patel and Nayankumar Vithalbhai Patel	Wholesale and Retail	Parties requested advisory opinion as to whether business acquisition/ merger provisions within related family members for family settlement for various transactions constituted mergers notifiable to the Authority.	Parties were advised that the proposed transactions did not constitute a merger pursuant to sections 2 and 41 of the Act except for the one involving Ellams Products Limited (Ellams) and The Groove Limited (Groove) premised on the fact that there would be change in control in Ellams and Groove post-transaction.
4.	Imani International Group GMBH and Kellen Kanyua Ndii	Education	Parties requested advisory opinion as to whether the sale of 60% of the issued shares in the capital of Africa220 East Africa Proprietary Limited by Imani International Group (GMBH) constituted a merger notifiable to the Authority.	Parties were advised that while the proposed transaction constituted a merger pursuant to sections 2 and 41 of the Act, it did not require authorization by the Authority prior to implementation given that the parties combined asset/ turnover figures were below the thresholds for notification as provided for in the Competition (General) Rules, 2019.

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
5.	Kenafric Manufacturing Limited and Ramrro Holdings Limited	Manufacturing	Parties requested advisory opinion as to whether the proposed acquisition of shares in Kenafric Manufacturing Limited by Ramrro Holdings Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that the transaction was an internal restructuring and there would be no change in control of the target undertaking.
6.	Kenya Electricity Generating Company Plc (KENGEN) and Tsavo II Diesel Power Plant	Real estate	Parties requested advisory opinion as to whether the proposed acquisition of residual assets at Kipevi II Diesel Power Station by KENGEN constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act since the transaction was an acquisition of assets with no market presence, a book value of USD 1 and to which no turnover could be attributed.
7.	Anjarwalla & Khanna LLP	Professional Services	Parties requested advisory opinion as to whether a lender acquiring shares through enforcement action under a security over shares constitutes a merger.	Parties were advised to make a specific request relating to an actual or proposed transaction pursuant to Rule 14 of the Competition (General) Rules, 2019 by providing the names of the parties and nature of the transaction.
8.	NCBA Bank Kenya PLC and Banqtech Limited	Finance and Insurance	Parties requested advisory opinion as to whether the transfer of Digital Business from NCBA Bank Kenya PLC to Banqtech Limited (both subsidiaries of the NCBA Group PLC) constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that the transaction was an internal restructuring and there would be no change in control of the target undertaking.
9.	Katherine Linley Aldrick and Seaforth Shipping (Kenya) Limited	Transportation and Logistics	Parties requested advisory opinion as to whether the sale of 29% of the issued share capital of Seaforth Shipping (Kenya) Limited by Sofrag International Logistics GMBH to Katherine Linley Aldrick constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that it involved the acquisition of 29% shareholding in the target by the acquirer and there would be no change in control in the target post-transaction.



No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
10.	Sarra Group Limited and Mumias Sugar Company Limited	Manufacturing	Parties requested advisory opinion as to whether the leasing of a portion of the assets of Mumias Sugar Company Limited (in receivership & administration) by Sarrai Group Limited for a period of 20 years constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that the lease of assets would not result in a change in control post-transaction.
11.	Tononoka Steels Limited and Eastern & Southern African Trade & Development Bank	Manufacturing	The parties requested advisory opinion as to whether the sale by the Eastern and Southern African Trade and Development Bank of its entire (5%) shareholding in Tononoka Steels Limited to six (6) individual acquirers constituted a merger notifiable to the Authority.	Parties were advised that the transaction did not constitute a merger as set out in Sections 2 and 41 of the Act premised on the understanding that post-transaction none of the six (6) acquirers would establish control over Tononoka Steels Limited.
12.	Mitchell Cotts and Seven Stars Limited	Transportation and Logistics	Parties requested advisory opinion on whether the transfer of assets from Seven Stars Limited to Mitchell Cotts Freight Kenya Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that there would be no change in control of the target undertaking as a result of the proposed transaction.
13.	Creadev International and Victory Arms Limited	Agriculture	Parties requested advisory opinion on whether the proposed acquisition of preference shares representing approximately 25%-37% of the voting rights in the target constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that there would be no change in control of the target undertaking as a result of the proposed transaction.

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
14.	Finnish Fund and Kentegra Biotechnologies	Agriculture/ Floriculture	Parties requested advisory opinion on whether the proposed debt financing to be extended to Kentegra Biotechnologies Holding LLC, Kentegra Biotechnologies (EPZ) Limited, and Kentegra Pyrethrum Company Limited (the Borrowers) from SEAF COVID-19 Gender Lens Emergency Loan Finance LLC and SEAF COVID-19 Global Emergency Subordinate Loan Facility LLC constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that there would be no change in control of the Borrowers as a result of the proposed transaction.
15.	Goodlife Pharmacy Limited and Hilton Hotel	Real Estate	Parties requested advisory opinion on whether the leasing of shop no.7 on the ground floor of the Nairobi Hilton Hotel by Goodlife Pharmacy Limited that was previously occupied by Kilimanjaro Dawa Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that Goodlife did not acquire any shares, assets or business of Kilimanjaro Dawa Limited and hence there would be no change in control post-transaction.
16.	Mabati Rollings Mills Limited and Insteel Limited	Manufacturing	Parties requested advisory opinion on whether the proposed restructuring of the Kenyan operations of Safal Investments (Mauritius) Limited by integrating the business of Insteel Limited into Mabati Rolling Mills Limited's operations constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that there would be no change in control of the target undertaking as a result of the proposed transaction.
17.	Mahendrakumar S. Haria & Others and Kel Chemicals Limited	Manufacturing	Parties requested advisory opinion on whether the proposed acquisition of all the issued shares in KEL Chemicals Limited by Mahendrakumar Somchand Haria, Pradip Somchand Haria, Jeetendrakumar Somchand Hariax, Pankaj Somchand Haria constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction was a merger pursuant to sections 2 and 41 of the Act that required authorization by the Authority prior to implementation given that post-transaction, Mahendrakumar S. Haria & Others would have control over Kel Chemicals Limited.

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
18.	Milele Power Limited and Lake Turkana Wind Power	Renewable Energy	Parties requested advisory opinion on whether the proposed indirect acquisition of 25% of the issued share capital in Lake Turkana Wind Power Limited by Milele Power Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that there would be no change in control of the target undertaking as a result of the proposed transaction.
19.	Reorganization of CFAO SAS	Retail	Parties requested advisory opinion on whether the proposed internal re-organization of the Kenyan subsidiaries of CFAO SAS (CFAO Motors Kenya Limited and DT Dobie Company Limited) by way of transfer of assets and liabilities (business) of DT Dobie to CFAO Motors constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that there would be no change in control of the target undertaking as a result of the proposed transaction.
20.	Salmaann Mahmud Visran and Golden Farm Limited	Real Estate	Parties requested advisory opinion on whether the proposed acquisition of entire issued share capital of Golden Farm Limited by Salmaan Mahmud Visram constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act since the Target only held an asset (land) that did not comprise a business with a market presence to which turnover could be clearly attributed.
21.	USA Development Finance Corporation and POA International Kenya Limited	Telecommunications	Parties requested advisory opinion on whether the proposed extension of term loan facilities of EUR 3,000,000 and USD 5,000,000 to Poa Internet Kenya Limited by the Belgian Investment Company For Developing Countries NV/SA and the United States International Development Finance Corporation respectively constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to sections 2 and 41 of the Act premised on the fact that there would be no change in control of the target undertaking as a result of the proposed transaction.

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
22.	Mawji Sennik & Company, Mawji Sennil LLP & Nafisa Alibhai & Company, D&M Management Services Limited and Elegance Registrars	Services	Parties requested advisory opinion on whether a merger between Mawji Sennik & Company, Mawji Sennil LLP & Nafisa Alibhai & Company as well as D&M Management Services Limited and Elegance Registrars constituted a merger notifiable to the Authority.	Parties were advised that while the proposed transaction constituted a merger pursuant to sections 2 and 41 of the Act, it did not require authorization by the Authority prior to implementation given that the parties combined asset/turnover figures were below the thresholds for notification as provided for in the Competition (General) Rules, 2019.
23.	Kapa Oil Refineries Limited and Matchsticks Making Machines	Manufacturing	Parties requested advisory opinion on whether the purchase of matchsticks making machinery parts and inventory by Kapa Oil Refineries Limited from Kenafric Matches Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act since the transaction was an acquisition of current and fixed assets which did not represent substantial business operations of the Target undertaking. Further the assets did not have market presence and no turnover could be attributed to them.
24.	Trade Sense and Amana Capital	Finance and Insurance	Parties requested advisory opinion on whether the intended sale and acquisition of Amana Capital Limited constituted a merger notifiable to the Authority.	Parties were advised that while the proposed transaction constituted a merger pursuant to sections 2 and 41 of the Act, it did not require authorization by the Authority prior to implementation given that the parties combined asset/turnover figures were below the thresholds for notification as provided for in the Competition (General) Rules, 2019.
25.	Vodacom Business Kenya Limited and Safaricom PLC	Telecommunications	Parties requested advisory opinion on whether Vodacom Business Kenya Limited (VBK) recommending its existing customers to take up enterprise and wholesale connectivity services from Safaricom PLC (Safaricom) constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act since there would be no transfer of shares, assets, or business from VBK to Safaricom and hence no change in control.



No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
26.	Aquamist Limited and Aquaplast Limited	Manufacturing	Parties requested advisory opinion on whether the proposed sale and transfer of certain assets of Aquaplast Limited by Aquamist Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act premised on the fact that the transaction was an internal restructuring and there would be no change in control over the assets being transferred since Aquamist Limited and Aquaplast Limited were fully owned by Aquapani Limited.
27.	Eveready East Africa PLC and East Africa Batteries Limited	Manufacturing	Parties requested advisory opinion on whether the acquisition by Investafrica FZCO (the Acquirer) of 35% of the issued share capital in Eveready East Africa Plc (the Target), from East Africa Batteries Limited (the Seller) constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act premised on the fact that there would be no change in control of the target undertaking as a result of the proposed transaction.
28.	Kentegra Biotechnologies Holding LLC, Kentegra Biotechnologies (EPZ) Limited, Kentegra Pyrethrum Company Limited, and The United States International Development Finance Corporation	Agriculture/ Floriculture	Parties requested advisory opinion on whether the proposed advancement of a loan facility of USD 10,000,000 by the United States International Development Finance Corporation to Kentegra Biotechnologies Holding LLC, Kentegra Biotechnologies (EPZ) Limited, and Kentegra Pyrethrum Company Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act premised on the fact that there would be no change in control of the target undertaking as a result of the proposed transaction.
29.	Nuntis Holdings Limited and Empresarion Limited	Services	Parties requested advisory opinion on whether the acquisition of 100% of the ordinary authorized and issued share capital of Nuntis Holdings Limited by Empresario Limited constituted a merger notifiable to the Authority.	Parties were advised that while the proposed transaction constituted a merger pursuant to sections 2 and 41 of the Act, it did not require authorization by the Authority prior to implementation given that the parties combined asset/turnover figures were below the thresholds for notification as provided for in the Competition (General) Rules, 2019.

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
30.	Proposed acquisition of M-PESA Holding Co. Limited	Finance	Parties requested advisory opinion on whether the transfer of 100% shareholding in M-PESA Holding Co. Limited ("MPHCL") from Vodafone International Holdings B.V. ("Vodafone") to Safaricom PLC ("Safaricom") constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act premised on the fact that there would be no change in control of the target undertaking as a result of the proposed transaction since pre-transaction, Safaricom had the ability to influence the management or strategic direction of MPHCL and hence had control over MPHCL
31.	Sunda Group Company Limited and Century Industrial Limited	Transportation and Logistics	Parties requested advisory opinion on whether the transfer of 100% of shares in Century Industrial Limited to Century (Mauritius) International Limited, resulting in the change in indirect control of the Kenyan Subsidiary, Sunda (Kenya) Industrial Company Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act premised on the fact that the transaction was an internal restructuring and there would be no change in control of the target undertaking.
32.	Texplast Industries Limited and United Bags Manufacturers Limited	Manufacturing	Parties requested advisory opinion on whether the purchase of property, plant, machinery and equipment, furniture and fittings by Texplast Industries Limited (Acquiring undertaking) from United Bags Manufacturers Limited (Target undertaking) constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act since the transaction was an acquisition of assets which did not have market presence and to which no turnover could be attributed.
33.	Khetias Drapers Limited and Tridev Supermarket Limited	Wholesale and Retail	Parties requested advisory opinion on whether the intended purchase of the saleable stock of Tridev Supermarket Limited by Khetia Drapers Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act since there would be no change in control of the target undertaking as a result of the proposed transaction. Further, the proposed transaction was a normal commercial transaction for purchase of stock to be sold in the ordinary course of business.

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
34.	Actom Kenya Limited From Schneider Electric (Kenya) Limited	Manufacturing	Parties requested advisory opinion on whether the purchase of equipment and other assets from Schneider Electric (Kenya) Limited by ACTOM Kenya Limited constituted a merger notifiable to the Authority.	Parties were advised that while the proposed transaction constituted a merger pursuant to sections 2 and 41 of the Act, it did not require authorization by the Authority prior to implementation given that the parties combined asset/turnover figures were below the thresholds for notification as provided for in the Competition (General) Rules, 2019.
35.	Lexo Energy Kenya Limited And Vivo Energy Kenya Limited	Energy	Parties requested advisory opinion on whether the transaction involving Vivo Energy Kenya Limited (Vivo) supplying fuel products to Lexo Energy Kenya Limited (Lexo) and Lexo re-branding their petrol service stations under the "SHELL" constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger pursuant to Sections 2 and 41 of the Act premised on the fact that there would be no change in control of the target undertaking as a result of the proposed transaction.
36.	Dr. Sam Thenya and Healthlink Management Limited	Healthcare	Parties requested advisory opinion on whether the acquisition of an undertaking by a natural person constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction was a merger that required authorization by the Authority prior to implementation. A natural person constitutes an undertaking as per section 2 of the Act. Additionally, the acquirer (natural person) also controlled other undertakings.
37.	Robson Harris Advocates LLP	Professional services	Parties requested advisory opinion on whether an allotment of shares constituting the acquisition of controlling interest in a company by way of conversion of debt to equity constitutes a merger as defined under section 41 of the Act.	The advisory opinion request is ongoing

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
38	Tujitech Solutions Limited and Tuma Ventures Limited	Telecommunications	Parties requested advisory opinion on whether acquisition of 100% stake in Tuma Ventures Limited by Tujitech Solutions Limited constituted a merger notifiable to the Authority.	The advisory opinion request is ongoing



## 1.4 Non – Mergers

No.	Title	Sector(s)	Nature of the transaction	Authority's Decision
1.	Bluechip Data Global Limited and Bluechip Global Limited	Telecommunications (data protection services)	The transaction involved a merger between Bluechip Data Global Limited and Bluechip Global Limited	The transaction was an exclusion that did not require the Authority's approval as provided in the Competition (General) Rules, 2019. This was premised on the understanding that the combined assets/turnover values of the parties was less than KES 500 Million
2.	Sagar Chandaria and Tahoe Holdings Limited	Real Estate	The transaction involved allotment of 50% of the share capital in Tahoe Holdings Limited to Sagar Chandaria	The transaction did not require prior authorization by the Authority before implementation since the target holds an asset (land) that does not comprise a business with a market presence to which turnover could be clearly attributed.
3.	Commercial International Bank (Egypt) S.A.E and Mayfair Bank Limited	Finance and Insurance	The transaction involved the acquisition of 49% stake in Mayfair CIB Bank Limited by Commercial International Bank of Egypt (CIB).	The transaction did not constitute a merger in terms of sections 2 and 41 of the Act since Commercial International Bank of Egypt (CIB) was already controlling Mayfair CIB Bank Limited pre-transaction.
4.	Karna Enterprises and Booth Extrusions Limited	Real Estate	The transaction involved the sale of Land and all the building, plant & machinery, equipment thereon to Karna Enterprises Limited by Booth Extrusions Limited.	The transaction was an exclusion that did not require the Authority's approval as provided in the Competition (General) Rules, 2019. This was premised on the understanding that the combined assets/turnover values of the parties was less than KES 500 Million
5.	Pezesha Africa Limited and WWBCPII SSA LLC & Others	Finance and Insurance	The transaction involved the conversion of debt into 18.2% of the fully diluted issued share capital in Pezesha Africa Limited by WWBCPII SSA, LLC, CFund Limited, IOG Singapore PTE. Ltd, Verdant Fintech Fund, L.P., and Talanton Impact Fund, LLC	The transaction did not constitute a merger in terms of Sections 2 and 41 of the Act since the Acquirers would not establish control over Pezesha Africa Limited post-transaction.

# Consumer Protection Cases

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
1.	Joshua Kilonzo vs Sidian Bank	Financial services (Microfinance)	The complainant took an asset financing loan for purchase of a car from Sidian Bank and was restricted to using their insurance agency. The financed car was involved in an accident and was taken to court where he was required to pay KES 5M but the insurance agency did not cooperate which saw him lose his movable asset. The matter was referred to the IRA.	Section 55 & 56	The matter was referred to IRA and subsequently closed
2.	Juliana Muthoni vs Mwananchi Credit	Financial services (Microfinance)	The complainant took a loan from Mwananchi but was overcharged interest to the tune of KES 2 Million.	Sections 55 & 56	The Complainant was refunded the amount and the case was closed.
3.	Mary Chepserson vs FEP Sacco	Financial Services (SACCO)	The complainant saved with FEP Sacco where she put KES 1 Million for six months where she was to earn an interest of 15%. Upon the expiry of the six months, the accused indicated they had cash problems occasioned by COVID-19 and requested that she lets the saving stay for another six months at the same terms but upon expiry of the six months, the accused only paid her KES 25,000 and efforts to get the money were futile.	Sections 55 & 56	The matter was referred to the Commissioner of Cooperatives and the case closed
4.	Jacinta Nyithya vs Zulu Mabati Ltd	Manufacturing	The complainant ordered for roofing materials and paid a sum of KES 661,850 but the materials were not delivered. She went to the court and an order was issued and thus she was advised that since the courts had already pronounced themselves on the matter, the Authority could not investigate the matter.	No section of the Act	Case closed as the matter was referred to a court of law by the complainant.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
5.	Loyford Nyanga Vs Royal Mabati Ltd	Manufacturing	The complainant purchased iron sheets worth KES 151,760. Delivery was to be in two (2) weeks but the delivery was delayed	Section 56(1)(2) (a),(d), (e)	The accused refunded the complainant and the case was closed.
6.	Margaret Wairimu vs Getbucks	Financial services	The complainant had a loan from the accused where she was charged a fee of KES 488,177 that had not been disclosed to her at the signing of the loan.	Sections 55 & 56	The complainant was refunded the undisclosed fees that had been levied hence the matter was closed.
7.	Olive Wamaitha Njogu VS Family Bank	Financial Services	The complainant, a former employee of the accused had a mortgage loan. She was unable to service the loan as expected. She finally settled the amount later. However, the bank refused to give her the 20 % waiver on the loan as had been promised in her exit letter.	Sections 55 (a) (v), & 56(1)(2) (a)(b)(d)	Family Bank compensated the complainant and the case was closed.
8.	Mark Tabu Karani vs Royal Mabati Factory Limited	Manufacturing	The complainant purchased iron sheets worth KES 156,950. After payment, he was informed that the iron sheets would be delivered to him within fourteen (14) days. However, the delivery was delayed and his inquiries were met with additional promises that were never fulfilled.	Section 55(a) (ii),(b)(v), & 56(1),(2) (a), (d) (e)	The accused delivered the iron sheets to the complainant and the case was closed.
9.	Tonny Mureti vs Nature's Gift KE	Wholesale and Retail	The complainant ordered 2 jars of whipped soap worth KES 2,370 from the accused. However, upon opening the product that was delivered to him, he discovered that it was body cream and not whipped soap as indicated on the label of the product.	Section 55(a)(i), & 56(1),(2) (a), (d) (e)	The accused exchanged the body cream with the whipped soap that the complainant had intended to buy and the case was closed.
10.	Lilly Shivoka vs Royal Mabati Ltd	Manufacturing	The complainant ordered and paid for roofing materials paying a sum of KES 128,700 but delivery was not made despite having had to wait for so long.	Sections 55 & 56	the complainant was refunded her money hence the matter was closed

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
11.	Boniface Muraguri vs Wananchi Group Limited (Zuku)	Information and Telecommunications (Internet Services)	The complainant paid KES 2,240 to the accused for his internet connection. He was however informed by Zuku that his account balance was insufficient and they could not restore his service. He was required to pay an additional KES 599 despite Zuku having advertised a 20% discount for their services.	Section 55(a)(ii), (b)(i), & 56(1),(2) (a), (d) (e)	The accused refunded the complainant and the case was closed.
12.	Rose Chemutai vs Jambo Shoppe	Wholesale and Retail	The complainant ordered and paid for snail serum but the wrong product was delivered. The accused was not willing to refund her KES 950 until the Authority intervened.	Sections 55 & 56	Complainant was refunded and the matter was closed.
13.	Joseph Ochieng Otieno vs Royal Mabati Factory Limited	Manufacturing	The complainant ordered iron sheets worth KES 161,700 from the accused and was informed that delivery would be done within two (2) weeks. However, the accused did not deliver the iron sheets within the promised timeline.	Sections 55(a)(i), (b) (i), (b)(v), & 56(1),(2) (a),(d) (e)	The accused delivered the iron sheets to the complainant and the case was closed.
14.	Blessed Corner Self Help Group vs FEP Sacco	Financial Services	The complainant had saved a total of KES 198,000 with the promise that they would be able to get loans from the accused but the same turned out not to be true. Efforts to have the savings refunded were futile.	Sections 55 & 56	The matter was forwarded to the Commissioner of Cooperatives and the complainant advised. The case was closed
15.	Luke Chasia and Royal Mabati Factory Ltd	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days. Delivery was not done within the stipulated timelines.	Sections 55(b)(v), & 56(1)(2)(a) (d) (e)	The roofing materials were delivered and the case was closed.
16.	Kennedy Mutiso and Royal Mabati Factory Limited	Manufacturing	The complainant purchased roofing sheets on Instalment basis. He alleged the materials did not match the samples prompting him to cancel his order and request for a refund. The accused occasioned inordinate delays in processing the refunds	Section 56(1),(2)(a) (d) (e)	The complainant was refunded the purchase price and the case was closed.



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
17.	Xialiang Zhu and Methodist Hotel and Resource Center	Accommodation	The accused party delayed to refund the complainant after he checked out of the hotel, three days prior, having fully paid for a five day stay.	Sections 55(b)(v), & 56(1)(2) (a)(d) (e)	The complainant was refunded and the case closed.
18.	Wambua Fernand and Bliss Medical Centre	Human Health	The complainant purchased spectacles from the accused's clinic. The frames were defective. The complainant posited that the frames sold to him were substandard and in violation of his consumer rights.	N/A	The matter was closed as the complainant did not provide supporting documentation.
19.	Agnes Wahome and CFAO Motors Kenya Ltd (Formally Toyota Kenya Ltd)	Manufacturing	The complainant purchased a brand new motor vehicle. She later discovered that the vehicle battery was faulty. The accused indicated that the fault had been occasioned by modification of the vehicle.	Sections 55(a)(1), & 56(2)(a)(d) (e)	The battery was replaced under warranty and the faulty canopy switch causing the battery drainage was also repaired. The case was closed.
20.	Carol Saunya and Royal Mabati Factory Limited.	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days. Delivery was not done as agreed.	Sections 55 (a) (ii) & (b) (v) & 56 (1), (2) (a) (d) (e)	The complainant was refunded the purchase price and the case was closed.
21.	Merlene Wambui and Chieng Diamond Technologies	Manufacturing	The complainant purchased a heavy-duty blender that malfunctioned shortly after purchase. The items replaced also malfunctioned and showed signs of rusting.	Sections 55(a)(i),(b) (v), & 56(1),(2)(a) (d) (e)	The complainant was refunded the purchase price and the case was closed.
22.	Nicholas Kinyua vs Kenya Institute of Management	Education	The complainant paid a fee to Kenya Institute of Management for his daughter which was not utilized and requested for a refund.	Sections 56(1) (2) (a) (d) (e)	The complainant was refunded and the case concluded.
23.	Esther Kabiro and Victoria Courts Furniture Limited.	Manufacturing	The complainant purchased a couch from the accused. Two weeks after purchase she noted the seats were faulty. Her efforts to have the complaint resolved amicably by the accused were futile.	Sections 56(1),(2) (a) (b) (d) (e) and 64	The complainant was issued with a replacement and the case closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
24.	Daniel Omogi and Royal Mabati Factory Limited	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days. Delivery was not done as agreed.	Sections 55 (a) (ii) & (b) (v), 56 (1), (2) (a) (d) & (e)	The roofing materials were delivered and the case closed.
25.	Arif Qureshi and Appleville Ltd t/a Apple Centre Kenya	Retail	The complainant purchased a brandnew Apple MacBook laptop from Apple Centre Kenya. Upon receipt of the laptop, he found that the laptop was faulty and returned it to the seller.	Sections 55 (a)(i),(b) (v) and 56(1)(2)(a) (d)(e)	The complaint was withdrawn and the matter closed.
26.	Brian Wasuna and Naivas Limited	Retail	The complainant alleged to have purchased a faulty hot water kettle.	Sections 55 (a) (i) (ii)(b)(v) and 56 (1) (2)(a) (e)	The kettle was repaired and the matter closed.
27.	Carol Saunya vs Royal Mabati Factory Limited.	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days. Delivery was not done within the stipulated timelines.	Sections 55(a) (ii),(b)(v) and 56(1), (2)(a),(d) & (e)	The complainant was refunded the purchase price and the matter closed.
28.	Christine Wachira vs Wananchi Group (Zuku)	Information and communication	The complainant alleged that Zuku was running an offer for internet services, however upon payment, the accused failed to reconnect her internet service.	Sections 55(a)(ii), (b)(v),& 56(1), (2) (a), (d) (e)	The case was resolved amicably between the parties. The case was concluded.
29.	David Kithinji vs Majid Al Futtaim	Retail	The complainant alleged that the price on the shelf and the price at the till for a vacuum cleaner that he had intended to purchase did not match and that his efforts to have the same resolved by the accused were futile.	Sections 55(b)(i), & 56(1),(2)(a) (d)	The complainant was offered to purchase the item at the original price. However, he did not take up the offer and the case was closed.
30.	Edwin Kipchirchir vs Royal Mabati Factory Limited	Manufacturing	The complainant purchased iron sheets from the accused who failed to deliver and occasioned inordinate delays in the processing the refund.	Sections 55 (b) (v), & 56(1),(2) (a), (d) (e)	The complainant was refunded the purchase price and the case closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
31.	Eric Wafula vs Billio Whole-sellers	Wholesale and retail trade.	The complainant purchased assorted goods for resale and the goods were not delivered despite several assurances that the consignment had been dispatched.	N/A	The matter did not lie within the provisions of the Act. The complainant was given an advisory and the case closed.
32.	George Felix Otieno vs Sunculture Kenya Limited	Wholesale and retail trade.	The complainant alleged that the accused unfairly repossessed a water pump that he had acquired on hire purchase.	N/A	The case was closed due to lack of evidence.
33.	Grace Mwangi vs Frahi Africa Investment	Financial services	The complainant alleged to have invested with Frahi Africa Investment who did not honor or remit the return on investment.	N/A	The matter was determined not to fall under the Act and consumer was advised to institute a complaint with the CMA.
34.	Heather Ann vs Fashion Yuva	E-commerce	The complainant purchased shoes from Yuva Fashion through their Instagram page. The accused failed to exchange or refund for the wrong size of shoes delivered.	Sections 55(a)(ii), (b)(v), & 56(1),(2) (a), (b), (d) (e)	The complainant failed to avail the shoes for replacement and the case was closed.
35.	James Kimani vs Dr. Mattress Ltd	Manufacturing	The complainant purchased a mattress with a 10-year guarantee on quality. However, after 4 years of usage he noticed that the mattress was shrinking in the middle making it uncomfortable to the user.	Sections 55(a)(i), (b) (v) & 56(2)(a), (d) (e)	The mattress was replaced. The case was closed.
36.	Paul Agonda vs Royal Mabati Factory Limited	Manufacturing	The complainant ordered iron sheets worth KES 169,800 from the accused and was informed that the delivery would be made within two (2) weeks. However, the accused did not deliver the iron sheets within the promised timeline.	Sections 55(a)(i),& 56(1) (2) (a), (d) (e)	The accused refunded the complainant the full amount he had paid and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
37.	John Kamau Muthuma vs FEP Sacco	Financial Service	The complainant sought withdrawal from the SACCO membership as per the by-laws of the society but FEP declined to refund his deposits.	N/A	The matter was referred to the Commissioner for Cooperatives for redress pursuant to section 68 of the Act. The case was closed.
38.	Lemmy Ndirangu vs Smart Gym	Art, entertainment and recreation	The complainant claimed that Smart Gym Limited unilaterally increased the gym membership fees without issuing any notice to the complainant despite the website still indicating the old fees. The complainant having paid the normal fees was denied access to the gym facilities.	sections 55(b)(i) & 56(1) (2) (a), (d) (e)	The matter was resolved amicably between the parties and the case was closed.
39.	Margaret Mwihaki vs KICO Sacco	Financial services	The complainant sought withdrawal from the SACCO membership as per the by-laws of the society but KICO declined to refund his deposits.	Sections 55(a) (ii),(b)(v) & 56(1)(2) (a) (d)	The complainant was refunded and the case was closed.
40.	Moses Njenga vs Postal Corporation of Kenya	Transportation and storage	The complainant alleged that the accused occasioned inordinate delays in the delivery of his parcel and when it was finally delivered, it was to the wrong address.	N/A	The matter was forwarded to Communications Authority of Kenya pursuant to Section 68 of the Act. The case was closed.
41.	Michelle Njoki vs Manna Lifestyle	Wholesale and retail	The complainant claimed that Manna Lifestyle Supermarkets was engaging in false and misleading representation by selling items allegedly on promotion at higher prices.	N/A	The case was closed for lack of evidence
42.	Bonface Mboka vs Royal Mabati	Manufacturing	The complainant ordered roofing materials and paid a sum of KES 113,220 and was promised that the materials were to be delivered in two days but months passed without a delivery.	Sections 55 & 56	The materials were only delivered and the case was closed



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
43.	Nelson Wanjau vs Royal Mabati Factory Limited	Manufacturing	The complainant purchased iron sheets from the accused who failed to deliver and occasioned inordinate delays in processing the refund.	Sections 55 (b) (v), & 56(1),(2) (a), (d) (e)	The complainant was refunded the purchase price and the case closed
44.	James Gichuhi vs Bata Shoe Company Ltd	Manufacturing	The complainant claimed that he had been sold a defective pair of shoes and that the seller had occasioned inordinate delays in resolving the issue.	N/A	The matter was resolved amicably between the parties and the case was closed
45.	Nicole Laval vs Winlazy Online Shop	E-commerce	The complainant purchased items from Winlazy online shop who delivered the wrong size and failed to replace or refund.	N/A	The matter was resolved amicably between the parties and the case was closed
46.	Philip Okungu vs Kilimall	E-commerce	The complainant alleged that Kilimall has been selling sub-standard products to consumers through their online platform	N/A	The matter was closed as the complainant did not adduce evidence to support his claim
47.	Seth Mwangani vs Royal Mabati Factory Limited	Manufacturing	The complainant complained that Royal Mabati had sold him substandard iron sheets that had faded.	N/A	The case was forwarded to KEBS and the case was closed
48.	Daniel Omogi and Royal Mabati Factory Ltd	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14). Delivery was not done as agreed.	Sections 55 (a) (ii) (b) (v), & 56 (1), (2) (a) (d) (e)	The roofing materials were delivered and the case closed
49.	Li Fung vs Fly 540 Ltd	Aviation	The complainant alleged that Fly 540 canceled two passengers' flights scheduled for 29 <sup>th</sup> August, 2022, from Nairobi to Malindi and another for 20 <sup>th</sup> October, 2022 from Nairobi to Lamu. She requested a full refund.	Sections 55(a)(ii) 55(b)(v), & 56(1),(2) (a), (d) (e)	The complainant was refunded the one ticket amount of KES 62,285. The case was closed

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
50.	Arnold Okanga vs Jubilee Insurance	Financial services (Insurance)	The complainant sought a pre authorization to pay upfront and claim later from Jubilee a sum of KES 200,000. He incurred the same amount but the accused refused to reimburse the sum paid.	Sections 55 and 56	The accused refunded the complainant his money and the case was closed
51.	Simon Simiyu vs Royal Mabati Factory Limited	Manufacturing	The complainant complained that Royal Mabati had sold him substandard iron sheets that had faded.	N/A	The case was forwarded to KEBS and the case was closed
52.	Steve Muema vs Imarisha Mabati	Manufacturing	The complainant claimed that Imarisha Mabati had occasioned inordinate delays in the delivery of iron sheets and failed to refund within the stipulated timelines.	Sections 55(a) (ii),(b)(v), & 56(1)(2) (a), (d), (e)	The complainant was refunded the purchase price and the case was closed
53.	Syombua Kamuna vs Sunking	Retail	The complainant claimed to have purchased faulty electronic equipment from Sunking. The accused failed to replace as per the warranty.	N/A	The complainant did not provide evidentiary information and the matter was closed
54.	Milton Odongo vs Royal Mabati Factory Limited	Manufacturing	The complainant ordered iron sheets worth KES 256,500 from the accused and was informed that the delivery would be made within two (2) weeks. However, the accused did not deliver the iron sheets within the promised timeline.	Sections 55(a)(i), & 56(1) (2) (a), (d)(e)	The accused delivered the complainant's iron sheets to him and the case was closed
55.	Agnes Kaari Gitonga vs Mogo Microfinance	Financial services (Microfinance)	The complainant alleged that Mogo had unilaterally changed interest rates, compelling him to pay interest on existing dollar rates on her loan and occasioned inordinate delays in release of his logbook after full payment.	Sections 55(a) (ii),(b)(i), & 56(1),(2) (a),(b)(d) (3)(4)	The matter was resolved amicably between the parties and the case closed
56.	Albert Omaiyo vs Council for University Education	Education	The complainant alleged poor service delivery by the Council.	N/A	The complainant was given an advisory to lodge the complaint with the Commission on Administrative Justice and the case closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
57.	Paul Ngotho Vs Royal Mabati Ltd	Manufacturing	The complainant purchased iron sheets worth KES 167,330. Delivery was to be in two (2) weeks but the delivery was delayed.	Article 46(1)(c) of the Constitution of Kenya, Section 55 (a) (ii), (b) (v), & 56(1)(2) (a),(d), (e).	The accused delivered the purchased iron sheets and the case was closed.
58.	Asif Mohammed vs Succeed Capital	Financial services (Microfinance)	The complainant alleged that Succeed Capital were harassing him over unpaid loan. The complainant did not raise specific consumer violations.	N/A	The complainant was advised to report to Director of Criminal Investigation on the harassment allegations and the case closed
59.	Fredrick Aluouch vs Royal Mabati Factory Limited	Manufacturing	The complainant purchased iron sheets from Royal Mabati Factory Limited but the accused failed to deliver within the agreed timelines.	Sections 55 (a)(i) (b)(v) & 56(1)(2)(a) (d)(e)	The iron sheets were delivered and the case was closed
60.	Jackson Merku vs Link Cap Credit	Financial services (Microfinance)	The complainant alleged that he had been subjected to unreasonable interest rates by the said microfinance and made to pay for interest for the entire loan term when he opted for early repayment.	N/A	The complainant did not provide evidentiary information to support his allegations and the case was closed
61.	Paul Onsongo Vs Royal Mabati Ltd	Manufacturing	The complainant purchased iron sheets worth KES 201,050. Delivery was to be in two (2) weeks but the delivery was delayed.	Section 56(1)(2) (a),(d), (e).	The accused refunded the complainant and the case was closed
62.	Kenneth Muthomi vs Royal Mabati Factory Limited	Manufacturing	The complainant ordered iron sheets worth KES 50,760 from the accused and was informed that the delivery would be made within two (2) weeks. However, the accused did not deliver the iron sheets within the promised timeline.	Sections 55(a)(i), & 56(1) (2) (a), (d)(e)	The accused delivered the complainant's iron sheets to him and the case was closed

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
63.	Kenneth Manyoni and Githunguri Dairy	Retail	The complainant alleged that he bought 500 Ml fermented milk produced by Githunguri Dairy. On measuring the milk was below the indicated quantity.	N/A	The complainant was advised to lodge the complaint with KEBS. The case was closed.
64.	Joseph Kibet Vs Royal Mabati Ltd	Manufacturing	The complainant purchased iron sheets worth KES 167,330. Delivery was to be in two (2) weeks but the delivery was delayed.	Section 56(1)(2) (a),(d), (e).	The accused delivered the purchased iron sheets and the case was closed
65.	Phyllis Wanjiku vs Ngamia 3 Electronics	Wholesale and Retail	The complainant bought a kettle from the accused which developed issues and returned for repair as per the warrant but the accused declined.	Sections 55 and 56	The complainant's kettle was repaired and the case was closed.
66.	Salome Karanja vs Royal Mabati Limited	Manufacturing	The complainant bought roofing materials worth KES 118,080.00. RMFL was to deliver the products within a period of 7-14 days from the date of payment, which never happened despite several follow-up by the complainant. Additionally, RMFL went ahead to block her emails and thus she could no longer reach them.	Sections 55(b)(v), 56(1)(2)(a) (d) & (e )	The roofing materials were delivered and the case was closed.
67.	Albert Onzere vs Royal Mabati	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days. Delivery was not done as agreed.	Sections 55(b)(v), 56(1)(2)(a) (d) (e )	the accused delivered the roofing materials to the complainant and the case was closed
68.	Peter Opiyo vs Asap cash	Financial Services (Micro finance)	The complainant alleged that he had taken a loan from Asap cash Limited. That Asap cash had resorted to harassment despite the promise of a waiver on interest upon full payment.	N/A	The complainant was advised to lodge the complaint with Central Bank of Kenya and the case was closed



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
69.	Zhouzhou vs Nothing Kenya	E-commerce	The complainant purchased a phone case and received a different item from what was advertised.	Section 55(a)(i)	The matter was resolved amicably between the parties and the case closed.
70.	Victoria Muge vs Kitui Maize Flour	Wholesale and retail	The complainant alleged that she bought cooking oil from Kitui Flour mills which was partly delivered.	Section 55(a)(i) of the Act	The matter was resolved amicably between the parties and the case was closed.
71.	Rosehilda Kamanga vs Fairkash and Kashway	Financial Services (Micro finance)	The complainant alleged that he had taken a loan from FairKash Limited. That FairKash cash had resorted to harassment despite the promise of a waiver on interest upon full payment.	N/A	The complainant was advised to lodge the complaint with Central Bank of Kenya and the case was closed.
72.	Joy Anjelimo vs Capital Link Internet	Information and communication	The complainant alleged loss of internet services for five (5) days and requested for a refund.	Sections 55(a)(ii),(V) and 56(i), (2)(a)(d) &(e)	Complainant withdrew the matter and the case was closed.
73.	Serah Wambura Giteru vs Letshego	Financial Services (Micro finance)	The complaint alleged wrongful deductions on her loan account by the accused and wanted Letshego to stop the deductions through her pay slip and refund her the excess deductions.	Section 56 (1) (2) (a), (b), (d) & (e)	The complainant had lodged a parallel complaint with EACC. An advisory was issued and the case was closed.
74.	Charles Lwanga vs Youth Enterprise Fund	Financial Services	The complainant alleged receiving a faulty brooding machine from the accused. He could not repay his loan and and thus was blacklisted by the accused in CRB.	Sections 55 (a) (i), (b) (v) and 56(1) (2) (a)	The matter was resolved amicably by the parties and the case was closed.
75.	Marwa Sibena vs Jambo Shoppe	E-commerce	The complainant ordered shoes from Jambo Shoppe and paid a total of KES 2883 but when the shoes were received, they were of wrong size and the seller was not willing to remedy the situation.	Sections 55 and 56	The complainant was refunded his money. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
76.	Zachary Gichuru vs SBM Bank	Financial Services (Banking)	The complainant alleged when applying for loan with the accused, he instructed that the same be disbursed in USD. The same was disbursed in KES.	N/A	The matter was referred to CBK and the case closed.
77.	Peter Njeru Namu vs Momentum Credit	Financial Services (Micro finance)	The complainant took a loan from the accused. The complainant alleged that the interest rate charged by the accused was not agreed on by the parties and wanted the excess amounts paid to be refunded.	Section 56 (1) (2) (a) (c) (d) (e)	The complainant was refunded the excess and the matter closed.
78.	Martha Mwihaki vs FEP SACCO	Financial Services (Sacco)	The complainant reported being a past member of the accused SACCO and wanted a refund of his savings from the accused.	N/A	The matter was referred to the Commissioner of Cooperatives and the case closed.
79.	Joseph Mburu vs FEP SACCO	Financial Services (Sacco)	The complainant reported being a past member of the accused SACCO and wanted a refund of his savings from the accused.	N/A	The matter was referred to the Commissioner of Cooperatives and the case closed.
80.	Lenny Murungi vs Chanda Collections	E-commerce	The complainant bought an inflatable couch from the accused's store on Kilimall. The same was defective.	Sections 55(a)(i)(ii) & 56 (1) (2) (a) (d) & (e)	The complainant was refunded the full purchase price and the case closed.
81.	Bethwel Tanui vs Royal Mabati	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days which was not done.	Sections 55 (a) (ii) (b) (v) & 56 (1), (2) (a) (d) & (e)	The complainant was refunded the purchase price and the case closed.
82.	Dennis Onyiego vs Royal Mabati Factory Limited	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days which was a false misrepresentation by the accused.	Sections 55 (a) (ii) (b) (v) and 56 (1), (2) (a) (d) (e)	The complainant was refunded the purchase price and the case closed.
83.	Calvince Ngaji vs Royal Mabati Factory Limited	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days, a false misrepresentation by the accused.	Sections 55 (a) (ii) (b) (v) and 56 (1), (2) (a) (d) (e)	The complainant was refunded the purchase price and the case closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
84.	Ambrose Agenga vs East African Portland Cement	Manufacturing	The complainant bought bags of cement from the accused and was promised delivery within three (3) days, a false misrepresentation by the accused.	Sections 55 (a) (ii) & (b) (v) 56 (1), (2) (a) (d) & (e)	The complainant was refunded the purchase price and the case closed.
85.	Ben Muthiani Akamba Steel & General Wholesalers	Manufacturing	The complainant bought roofing materials from MRM through Akamba Steel and General Wholesalers Ltd in the year 2019 at a cost of KES 399,700/- , barely two years after purchase and installation, the iron sheets changed color, a sign of the product's low quality.	Sections 55(a)(i) (b)(v), & 56(1), 56(2) (a), (d)(e)	The accused painted the iron sheets of the accused and the matter was resolved. The case was closed.
86.	Evelyne Njambi vs Ramtons Kenya	Wholesale and Retail	The complainant bought a washing machine from Ramtons and paid a sum of KES62,999 but failed to offer the service desired.	Sections 55 & 56	The complainant was refunded and the case was closed.
87.	Joan Muiruri Vs Smartbuy	Wholesale and Retail	The complainant alleged she was sold two faulty laptops by Smartbuy.	Sections 55(a)(i) (ii) (iii) (iv) & 56(1)(2)(a) (b)(d)(e)	The faulty laptops were replaced and the matter was concluded.
88.	Duncan Charo vs Royal Mabati Factory Limited	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days which was a false misrepresentation by the accused.	Sections 55 (a) (ii) (b) (v) & 56 (1), (2) (a) (d) (e)	The complainant failed to provide evidentiary information and the case was closed.
89.	Francis Kibe vs KOTUS Venture	Construction	The complainant alleged that the accused failed to construct a building as agreed, after payment of a deposit.	N/A	Complainant was given advisory to lodge the complaint with DCI as the matter was fraudulent in nature and the case was closed.
90.	Stephen Kiamba Kulungu vs Royal Mabati	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days which was not done.	Sections 55 (a) (ii) (b) (v) & 56 (1), (2) (a) (d) & (e)	The complainant's iron sheets were delivered and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
91.	Resian Nashipai vs Fly 540	Transport and storage services	The complainant booked a flight with the accused. The flight was canceled and her refund was delayed.	Sections 55 (b) (v) and 56 (1) (2) (a) (d) & (e) of the Act	The complainant was refunded and the case was closed.
92.	Rodgers Imbisi vs Royal Mabati	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days which was a false misrepresentation by the accused.	Sections 55 (a) (ii) (b) (v) & 56 (1), (2) (a) (d) & (e).	The complainant's iron sheets were delivered and the case was closed.
93.	Said Mohamed vs Shiriki Magic	Manufacturing	The complainant alleged that the accused had been changing labels from expired jars containing coffee.	Sections 55(a)(iii) & 56 (1)(a) (d)	Ongoing
94.	Everlyn Mttak vs Post Mail Sacco	Financial services (Sacco)	The complainant a member of the post mail sacco had saved a total of KES 146,200. She wanted to opt out and get her saved money but the SACCO failed to facilitate the same.	Sections 55 & 56	The matter was forwarded to the Commissioner of Cooperatives. The case was closed.
95.	Bethwel Tanui vs Royal Mabati	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days which was not done	Sections 55 (a) (ii) (b) (v) & 56 (1), (2) (a) (d) (e)	The complainant was refunded the purchase price and the case closed.
96.	David Mathuva vs Bata Ridgeways Branch	Manufacturing	The complainant purchased a pair of shoes from Bata. He alleged that the shoes were the wrong size.	Sections 55 (a) (i),& 63 (1) (d),(2)(a) (ii)	It was determined that the request to replace the shoes could not be honored as the shoes exhibited signs of wear and tear by the complainant and could not be replaced. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
97.	Jamilah Mutah vs Safaricom Investment Cooperative	Financial Services	The complainant purchased eight (8) plots from the accused and paid for the price in full. However, the accused delayed in processing the transfer due to an encumbrance/liability attached to the land. The complainant therefore applied for a refund. The accused delayed in processing the refund.	Sections 55(a)(i)(b) (v) & 56(1) & (4)	The complainant was refunded the deposits and the case closed.
98.	Recon Travels vs East Africa Air	Aviation	The complainant booked a flight with East African Air and paid KES 20,850.00. The flight was scheduled for Diani to Nairobi Wilson Airport. However, East African Air canceled the booking without any prior notice; The complainant wrote a letter to the accused claiming for a refund.	Sections 55 (a) (ii) (b)(v) ,& 56(1) ,(2) (a), (d) (e)	Ongoing.
99.	Saitabau ole Kirumpa vs Royal Mabati Factory Limited	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days which was not done.	Section 55 (a) (ii) (b) (v),& 56 (1), (2) (a) (d) (e)	The complainant was refunded the purchase price and the case closed.
100.	Purity Njeri vs Jubilee Insurance Co. Ltd.	Insurance	The complainant (on behalf of insured) alleged that the insured took a medical cover with Jubilee. He alleged that he was misled by the accused that the cover would provide cover for both in-patient and out-patient benefits. However, the in-patient benefit was denied upon admission.	N/A	The complainant was given advisory to refer the referred to IRA and the case was closed.
101.	Bernard Lakemeier against Kenya Airways	Aviation	The accused cancelled the complainant's flight and delayed refunding his payments.	Sections 55 (a) (ii) (b) (v) & 56 (1) (2) (a) (d) (e)	Ongoing



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
102.	Evelyn Macharia vs East African Air Express Limited	Aviation	The complainant purchased three (3) tickets worth KES 13,850 but the accused did not provide a flight at the scheduled date and time and further ignored her requests for a refund.	Section 55(a)(ii)(1), (2)(a) (d)	The accused gave the complainant a full refund and further offered her two (2) complementary tickets. The case was closed.
103.	Peter Ndwiga vs Speedaf	E-commerce	The complainant purchased a TV antenna from an online store on Facebook. The same was defective.	Sections 55 (a) (i) (ii) (v), & 56 (1), (2) (a) (d) (e)	The complainant was refunded the purchase price and the case closed.
104.	James Mrima vs Royal Mabati Limited	Manufacturing	The complainant ordered and paid for roofing materials from Royal Mabati and paid a sum of KES 70,560 but despite the promise that the material would be delivered within three days the same did not happen.	Sections 55 & 56	The accused remedied the infringement by delivering the iron sheets to the complainant. The case was closed.
105.	Kennedy Kisach vs White Path and others (Instar cash, Sky Pesa, Zuri Cash Apps)	Financial Services	Complainant alleged harassment and leaking of personal information by mobile lending companies.	N/A	Complainant issued with advisory to lodge the complaint with the Office of the Data Protection Commissioner. The case was closed.
106.	Fred Ngalla vs Dinnon Property	Real Estate	Complainant alleged that he rented a house and paid a deposit, pending completion of renovations and repairs by the landlord, which were not done and he could not move in to the house.	N/A	Complainant issued with an advisory that the matter does not lie within the provision of the Act. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
107.	Sally Waigumo vs Kinjo Bales	E-commerce	The complaint alleged that she purchased a duvet online. The supplier sold a different brand from what was ordered. Upon return via courier the accused declined to replace or refund, claiming that the duvet was stained.	Sections 55 (a) (i) (ii) (b) (i), & 56(1) (2)(a)(d) & 63 (1) (d)	The complainant was refunded a portion of the purchase price, being the difference in the price of the two duvets. She was further advised to pursue compensation in a court of law and the case closed.
108.	Nyagitari Bosire vs EAPCCL	Manufacturing	The complainant bought bags of cement from the accused and partial delivery was made and the balance was not delivered	Sections 55 (a) (ii) (b) (v) & 56 (1), (2) (a) (d) (e)	The complainant was refunded the value of the goods not delivered and the case closed.
109.	Edgar Luvasia against Eleven Electronics	Electronics Retail	Complaint regarding anti-counterfeit product sold by the accused through coercion and intimidation.	N/A	The matter was referred to the Anti-Counterfeit Authority and the case was closed.
110.	William Nganga against Homefix Appliances	Repair services	Accused allegedly withheld part of a washing machine belonging to the consumer.	N/A	The matter was determined to fall outside the mandate of CAK. The complainant was advised to contact DCI and it was therefore closed.
111.	Patrick Muiruri against DTB Bank	Financial Services	Complaint against DTB Bank related to a contention related to applicable interest rate.	N/A	The matter was determined to fall outside the mandate of CAK. The complainant was advised to contact CBK and it was therefore closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
112.	Francis Kiru M'Arimi Vs Yetu Sacco Ltd	Financial Services	Complaint against Yetu Sacco related to alleged increase of loan amount and interest thereon.	N/A	Matter referred to SASRA as it didn't fall within the mandate of CAK, and the case was closed.
113.	Sarah Nanyama Kitui against Safaricom Inv. Coop	Financial Services	The accused in this case failed to refund the complainants the consideration paid for an investment in two pieces of land.	N/A	The matter was referred to the Co-operative Tribunal for an effective handling pursuant to the provisions espoused by CAP 490 of the Co-operative Societies Act. The matter was therefore closed.
114.	Ken Onyango against Postal Corporation	Courier Service	Complainant alleged that the accused party blocked a letter to his private letter box.	N/A	The Authority having assessed the matter established that it fell under the mandate of CA and therefore referred the matter and the case was closed.
115.	Everlyne Chiru vs Mountain Top Publishers Limited (MTPL)	Wholesale and Retail	The complainant placed an order with MTPL on 13th May, 2022 for books worth KES 26,938.00. The accused stated that the delivery of books would be done within two (2) days, however, the accused failed to deliver the books within the set timeframe.	Section 55(a) (ii) & 56 (1) (2) (a), (d) (e)	The books were delivered and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
116.	Joseph Kisyungu against MKOPA	Electronics	The complainant alleged delayed activation of his phone by the accused.	N/A	The Authority established that the matter did not fall within the mandate of the Authority and the case was closed.
117.	Lewis Karani against Atoz suppliers	Electronics	The accused withheld the complainant's consideration arising from the purchase of a laptop.	Sections 55 (a) (i) (ii) (v), & 56 (a) (d)&(e) & 63 (1) (d)	Ongoing
118.	Brian Masibo against Kenzon Cargo	Shipping services	The complainant alleged inflated price of commodity per KG, contrary to the agreement with the accused.	34(5)(b) of the Competition (general) Rules	The matter was closed after the complainant failed to provide evidentiary information.
119.	Clifford Ogoda vs Ultimate Technology Limited	Retail	The complainant purchased an A Touch K-1 Kids tablet from the accused at a cost of KES 6,500. After delivery, he discovered its applications were not working.	Sections 55(a)(i)(b) (v) & 56(1) (2)(a), (d) (e)	The accused refunded the complainant's money and the matter was closed.
120.	Diana Karungari against Major Festival, Ticket Mojo & Ano	Entertainment	The complainant alleged refusal by the accused parties to refund an event ticket.	Sections 55 (a) (ii) (b) (v) & 56 (1) (2) (a) (b) (d) (e)	The accused party redressed the complainant's grievances by refunding the money and the case was closed.
121.	CAK vs Global Anti Scam alliance	E-commerce	The Organization reached out to the Authority to help support them in launching Checkmylink Kenya used in detecting Scams.	N/A	The organization was issued with an advisory to pursue the matter with Communications Authority (CA). The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
122.	Seth vs Airtime provider	Information and Telecommunications	The complainant bought airtime from a telecommunications provider through their agent but it went to a wrong number. He sought a refund but was not refunded.	N/A	The complainant was advised to pursue the matter with the DCI as it relates to fraud. The case was closed.
123.	Valentina Vs KQ Impersonators	Aviation	The complaint related to people posing as Kenya Airways staff.	N/A	The complainant was advised to pursue the matter with the DCI as it relates to Fraud. The case was closed.
124.	Charles Adhola vs Instar cash	Financial	The complainant took a loan of KES 10,000.00 with Instar cash and he was added four more loans with exorbitant interests without his consent. he was forced to pay the loan with high interest rates	N/A	The complainant was advised to pursue the matter with the Central Bank of Kenya (CBK) who regulates digital lenders. The case was closed.
125.	David Onamu vs Twiga Foods Limited	Manufacturing	The complainant ordered and paid for milk from Twiga foods at a total sum of KES 7,400.00 which was spoiled and efforts to have the matter redressed were futile.	Section 55 & 56	The complainant was refunded his money. Case was closed.
126.	Moses Oruko against KPLC	Electricity supplies	Alleged overcharging of monthly power bills by the accused.	N/A	The Authority established that the complaint would be addressed by Section 9(i) of the energy Act 2019 and referred the complainant to EPRA. The case was closed.



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
127.	Debora Okoth vs SGR	Transport services	The complainant made a wrong booking of the SGR train from Mombasa to Nairobi and instead booked from Nairobi to Mombasa.	n \ a	There was no Violation of the Act as the error was made by the complainant. She was advised to seek redress from Kenya Railways. The case was closed.
128.	Olive Adai vs ShopZeva	E-commerce	The complainant ordered a dress from an online shop- ShopZeva. Upon delivery, she realized that the dress was not what she exactly ordered. She returned it but was not refunded.	Sections 55 (a) (i)& 56 (1), (2) (a) (d) ( e)	The accused failed to respond to the Authority notices and there was no physical shop location. The complainant was advised to pursue the matter with the DCI. The case was closed.
129.	Carlos Kieti Vs Nexel Agencies	Communication	The complainant alleged that he bought an Elite package from SKYNIC.NET but the billing procedure was not disclosed to him clearly. He was required to pay an extra KES 3000 as activation fees which he declined.	N/A	The complainant was advised to lodge the case with Communications Authority (CA). The case was closed.
130.	Kennedy Migiro vs Royal Mabati	retail	The Complainant ordered roofing materials from Royal Mabati Limited on 12 <sup>th</sup> January, 2022 but his order was not processed in time. He ordered the products from another supplier and sought a refund from RMFL.	Sections 55 (a) (ii), & 56 (1) (2) (a), (d) (e)	The complainant was refunded by Royal Mabati Limited and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
131.	Geoffrey Mong'are Vs Royal Mabati Limited	Retail Sector	The complainant ordered iron sheets from Royal Mabati Limited on 4th May, 2022. However, the iron sheets were not delivered due to unavailability. He requested for a refund but the accused had not refunded.	Sections 55 (a) (ii) (b) (v) & 56 (1) (2) (a) (d) & (e)	The accused redressed the issue by refunding the purchase amount and the case was closed.
132.	Mae Plus Ltd vs Plannettech Investor Ltd	E-commerce	The complainant ordered for an ETR machine from Plannettech Investor Limited but the supplier not deliver within the five (5) working days as promised.	Sections 55(a) (ii), (b) (v) & 56(1), 56(2) (a)(d)	The complainant was refunded and the case concluded.
133.	Mukai Mazvidza Vs Pharma-plus Pharmaceuticals	pharmaceutical	The complainant bought a Malibu sunscreen at pharmaplus Quickmart Kilimani branch on 7 <sup>th</sup> February, 2023. Upon opening she established that the ingredients were separated and lumped up. She returned the product but was yet to be refunded.	Sections 55 (a) (i), (a) (v), & 56 (1), (2) (a) (d) & 63 (1) (d)	The accused redressed the complaint by refunding the sunscreen's purchase amount. The matter was closed.
134.	Collins Osuru Vs Patabay Limited	E-commerce	The complainant bought a HP Folio 9470 from Patabay Limited, but started experiencing problems related to the laptop's cooling system. He shipped the laptop back but the company refused to repair on claims that it had been opened and the seal broken.	Sections 55(a) (ii) (b) (v), & 56 (1) (2) (a) (d) (e)	The accused refunded the purchase amount to the complainant and the matter was closed.
135.	Patrick Macharia vs Platinum Credit Limited	Financial services (Microfinance)	The complainant signed up for a loan of KES 100,000 with the accused after being informed by their loan agent that the total repayment amount would not exceed KES 120,000. However, he ended up repaying a total of KES 163,000 after the accused charged him a higher interest rate than that which he had been informed about. Additionally, the accused required him to pay appraisal fees, agency fees and collection fees totaling to KES 18,697 that had not been disclosed to him beforehand.	Sections 55(a)(ii), & 56(1),(2)(a) (d)	The accused fully refunded the complainant the amounts in contention and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
136.	Juliet Wangui vs Zuku Fibre	Information and communication	The complainant paid for internet services from Zuku but following locality challenges the connection was not possible. She was advised to apply for a refund of her KES 2,999 which was not actualized until the Authority intervened.	Sections 55 & 56	She was refunded her money hence the matter was closed.
137.	Melvine Obongo vs Royal Mabati Limited	Manufacturing	The complainant ordered and paid for roofing materials of sum KES 51,600 but no delivery was made. The accused kept giving fake promises.	Sections 55 & 56	The complainant was refunded his money and the matter was closed.
138.	Danny Hojan vs Royal Mabati	Retail	The complainant saw an advert of offers by Royal Mabati stipulating delivery within 72 hrs. After making an order of the roofing materials, they were not delivered on time and he sought a refund.	Sections 55(a) (ii) (b) (v) & 56 (2) (a) (d) (e)	The complainant managed to collect the roofing materials and the matter was closed.
139.	Christabel Sikuku Vs Transmart Supermarket	Retail	The complainant bought a carpet from Transmart supermarket in Eldoret but later found that the carpet was torn. Upon returning it, they declined to replace.	Sections 55 (a) (i), & 56 (1) (2) (a), (d) (e) & 63(1) (d)	The accused party was not found culpable of contravention of section 55, Section 56 and section 63 of the Act. The case was closed.
140.	Joylin Maiyo vs NCBA Bank	Financial	The complainant made an erroneous payment to NCBA Paybill. She requested for reversal of the transaction and the Bank promised to do so within 3 days but failed to reverse within the stipulated timeline.	Sections 55 (a) (ii), (b) (v), (1) (2) (a), (d)	The transaction was reversed by the Bank and the matter was closed.
141.	Len Ogolla vs Shivling Supermarket	Wholesale and Retail	The complainant purchased a blender from Shivling Supermarket Kondele branch at a cost of KES 5,999 which he realized was faulty and efforts to get a replacement were futile.	Section 55 & 56	Complainant was given a replacement hence the matter was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
142.	Munene Njeru vs Kilimall	E-commerce	The complainant had purchased two items online and paid, but Kilimall delivered one, while insisting that they had delivered both.	55(a)(ii), (b)(v) & 56(1),(2) (a),(b), (d) (e)	The complainant and the accused reported that they had resolved the matter, hence the matter was closed.
143.	Irene Njenga vs DIB Bank	Financial	The complaint related to non-disclosure of information by DIB Bank regarding credit facilities held by the complainant.	N/A	The matter was forwarded to Central Bank of Kenya based on its mandate under the Banking Act, Chapter 488 of the laws of Kenya. The case was closed.
144.	Stephen King'ori vs Mathai Supermarket	Retail	The complainant bought a mattress from Mathai supermarket Thika but later realized it was not flexible and it was giving him back pains. He also alleged that the mattress was producing sponges on the edges.	Sections 55 (a) (i), (a) (v), 56 (1),(2) (a) (d) & (e) 63 (1) (d) & 64	The accused redressed the concern by replacing the new mattress. The case was closed.
145.	Moses Ndiema vs Kyosk Digital App	Wholesale and Retail	The complainant while making a purchase of 5kg of sugar at a cost of KES5,369 through the app, he overpaid by KES22,736. He requested Safaricom to reverse the money but the request was blocked by Kysok and his further efforts to get a refund were ignored.	Section 55 & 56	the complainant was refunded the excess payment made, hence the matter was closed.
146.	Issah Orech vs Pride Mabati Factory Limited	Manufacturing	The complainant purchased iron sheets worth KES 69,600 from the accused. However, after six (6) months of installation, the iron sheets began to fade.	Sections 55(a)(i), & 56(1) (2) (a), (d) (e)	The case was closed since the accused repainted the complainant's iron sheets and met the full cost of the materials and labour.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
147.	Thomas Mboya vs Coast Infotech Solutions	Wholesale and Retail (Electronics)	The complainant purchased a laptop from the accused at the cost of KES 33,500 and was issued with a 6 months' warranty. However, when the laptop developed complications before the expiry of the warranty period, the accused informed him that he would have to meet the cost of the repairs although they ought to have been covered under the warranty.	Section 55(a)(i), (b)(v), & 56(1),(2) (a), (d) (e)	The accused repaired the complainant's laptop at their own cost and the case was closed.
148.	Francis Gachohi vs Royal Mbatia	Manufacturing	The complainant ordered for roofing materials from the accused which were not delivered after he had made a payment of KES 56,150.00 which made him purchase from a different seller to avert losses on his already installed timbers. The accused delayed his refund.	Section 55 & 56	The complainant was refunded the money and the case was closed.
149.	Robin Mose vs Shoe Crib	Wholesale and Retail	The complainant ordered and paid for shoes from the accused and paid a total of KES 4,300.00 but wrong shoes were delivered. The Authority intervened and he received half the amount before the accused closed shop.	Section 55 & 56	The accused relocated and could not be traced. The complainant was issued an advisory. The case closed.
150.	Elionora Maligna vs Badalu Workers Agency	Personal and professional services	The complainant held that she paid KES 41,280.00 to the agency for a domestic worker but the ones deployed even after several replacements did not meet her desired standard.	No section of the Act	The matter was closed as it did not fall within the mandate of the Authority
151.	Festus Bett Vs Telkom Kenya	Information and Telecommunications	The complaint alleged that the accused breach her rights on network outage upon your monthly subscription.	N/A	The matter was determined not to fall under the act and the complainant was advised to lodge the complaint with CA. The case was closed.



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
152.	George Kibira vs Telkom Network	Information and Telecommunications	The complainant alleged that Telkom did Fraudulent Deduction of Airtime and Poor network Coverage	N/A	The matter was determined not to fall under the act and the complainant was advised to lodge the complaint with CA. The case was closed.
153.	Joseph Maich vs real estate. ke	Real Estate	The complainant alleges that he bought shares from RealEstate.ke, but he was not able to withdraw them when they matured	Sections 55(a)(i), (b)(v) & 56(1),(2) (a),(d) &(e)	The matter was determined not to fall under the Act and was advised to follow the matter with the Directorate of Criminal Investigations (DCI). The case was closed.
154.	Allan Shawtie vs Apple Hub	Wholesale and Retail (Electronics)	The complainant alleged that he lost Ksh. 22,000 as he was conned while purchasing an Apple Phone from Apple Hub.	Sections 55(a)(i), (b)(i) & 56(1), (2) (a), (d) &(e)	The matter does not fall within the mandate of the Authority since it is related to fraud. The case was closed.
155.	Gideon Charles vs Brandcart. co.ke	Wholesale and Retail (Electronics)	The complainant made an offer on Brandcart.co.ke website for a Samsung 55' Crystal UHD 4K Smart TV which was on offer, but upon contacting them about the delivery they changed the price of the product and said that it was a test run.	N/A	The matter was determined not to fall under the act and it was possibly related to fraud. The complainant was advised to follow the matter with the Directorate of Criminal Investigations (DCI). The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
156.	Stephen Oduor vs East Pesa	Financial Sector	The complainant deposited money into East Pesa website which he wanted to transfer to a Skrill account but the transaction was still pending the time of raising the complaint. Upon contacting East Pesa through their social media, they failed to respond.	N/A	The complainant was issued with an advisory to pursue the matter with DCI. The case was closed.
157.	Benjamin Atika vs Hisa Technologies	Financial	The complainant claimed that Hisa Technologies App (a stock trading app) for both US and Kenya market has a stop loss/ take profit function on stocks purchased on the platform. Upon using the function it did not pick which resulted to losses on his investments.	N/A	The complainant advised to pursue the matter with the Capital Markets Authority. The case was closed.
158.	Danson Omanga vs Zaya Emporium	Retail	The complainant bought a Chapati press from Zaya Emporium. After receiving the item, he realized it was not working as it should. He contacted the seller who refused to give a redress.	N/A	After analysis of the complaint, it was established to be lying under the mandate of Anti-Counterfeit Authority (ACA). The matter was referred to ACA and closed from the Authority files.
159.	David Kungu vs Auto Xpress Limited	Retail	The complainant bought coils springs for his car from Auto Xpress Limited. On getting to install the springs he realized they were not compatible. Upon returning them the supplier failed to replace them.	Sections 55(a) (i), (ii),(v), (b) (v), &56 (1) (2)(a) (d) (e) & 63(1) (d)	Ongoing
160.	Matthew Mapelu vs Strathmore University	Education	The complainant enrolled for a course at Strathmore University but later opted out, only to be informed that he had laptop fees which he was required to pay. He claimed that he was not informed that he was to pay for the laptop given during admission nor was he given an invoice of the same.	Sections 55 (a) (ii) , & 56(b) (i), (a) (v), 56 (2) (a) (c) (d)	The Authority did not find a contravention of the Act given that complainant remained with the laptop. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
161.	Ann Odero vs Royal Mabati Factory Ltd	Manufacturing	Complainant alleged that Royal Mabati sold her Eurotile profile Mabati of poor quality.	N/A	The analysis revealed that the matter fell within the mandate of ACA. The matter was closed.
162.	Eliud Kibiwott Vs Dreamline Express	Transport Sector	Complainant bought two tickets from Dreamline Express for the Eldoret to Nairobi route, only to be told that it was one way.	N/A	The matter was determined to be falling under the National Transport and Safety Authority for their administrative action and the matter was closed.
163.	Barengere Cavalier Vs Kenya Airways	Aviation	The complainant paid for a flight with Kenya Airways. However, the company's strike caused the flight to be rerouted to Lufthansa Airlines thus making him incur hotel expenses	Sections 55 (a) (ii) & 56 (1) (2) (a) & (d)	Ongoing
164.	Faustine Mwendu Vs 3D NFT	E- commerce	The complainant reported that he had been conned through a link.	N/A	The complainant was advised to pursue matter with the DCI. The case was closed.
165.	EllyChris Demay vs Paul Rawlings	Wholesale and Retail	The complainant bought a car from Mr. Rawlings that turned out to be faulty. He indicated the issues to Mr. Rawlings who failed to offer him Redress	N/A	The complainant was advised to pursue matter with the DCI as it may relate to fraud. The case was closed.
166.	Caroline vs Iphone Center	E-Commerce	The complainant ordered an iPhone from iPhone center on Instagram and paid KES 78,999.00. However, the phone was not delivered	N/A	The complainant was advised to pursue matter with the DCI as it may relate to fraud. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
167.	Mourine vs Posh Online Boutique	E-commerce	The complainant ordered goods from an online boutique which were worth KES 8,200.00 but they were not delivered	N/A	The complainant was advised to pursue the matter with the DCI as it may relate to fraud. The case was closed.
168.	Felix Lumwachi vs UTV Kenya	Information and Telecommunication	The complainant participated in a promotion by UTV where he was expecting some cash but the money was not sent to him	N/A	The complainant was advised to pursue the matter with the DCI as it may relate to fraud. The case was closed.
169.	Dennis Ndwiwa vs telkom Kenya	Information and Telecommunications	The complainant indicated that Telkom was instituting subscriptions on his mobile number against his will and after contacting them they blocked him	N/A	The complainant was advised to pursue the matter with the Communications Authority (CA). The case was closed.
170.	Daniel Nyamasyo vs Royal Mabati	Manufacturing	The complainant purchased roofing materials which were to be delivered in two weeks' time. The company only made part delivery.	Section 56(1), (2) (a), (d)(e)	The complainant was refunded and the case concluded.
171.	Alan Maturu vs Marybone Properties Ltd	Information and Communication (Internet services)	The complainant stayed at Virak Apartments managed by the accused who limited the internet to only one and his preference to have Zuku was denied.	Sections 55 and 56	The matter was closed as the complainant vacated the premises before the investigation could be finalized.
172.	Joseph M. Simekha vs Text Book Centre Ltd	E-commerce	The complainant made an online shopping with Text Book Centre after seeing the information "Free delivery. After paying for the books he was informed that he would be charged for delivery since the free delivery was only for post office delivery.	Sections 55(a)(v) (b)(i) & 56 (1), (2) (a) (b) (d)	The complaint was redressed. The accused deleted the misleading information and apologized to the complainant. The case was concluded.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
173.	Nyangemi Obisa vs Ngandori Water Service Provider	Water Service	The complainant alleged that Ngandori Water Services provides irregular water supply to consumers	N/A	The matter was closed by referring it to the sector specific regulator (Water Service Regulatory Board- WASREB).
174.	Nandhu Jayakumar vs Beyond Fruits Ltd.	E-commerce	The complainant made an online purchase of Coconut Water (Madafu) from the Beyond Fruits. Upon inspecting the sealed bottle before opening, he spotted insects and ants inside the sealed juice bottle.	Sections 55 (a) (i), & 56 (1), (2) (a), (d) (e) & 59(1) (a), (2)(a) & 63(1) & 64 (1)	The complainant was redressed by being issued with a replacement and the case concluded.
175.	Michael Wamboe vs Calcare Nakuru	E-commerce	The complainant agreed with Calcare Nakuru Service Centre for a trade in for a mobile phone (Note Pro 12) which was not delivered.	Sections 55(a)(ii), (b)(v), & 56(1), (2) (a), (d)	Ongoing
176.	Irungu Karani vs Quickmart Ltd	Retail	The complainant alleged that Quickmart failed to redeem his points when he needed to use it in purchasing an item.	N/A	Case was resolved by Quickmart awarding him the points. The case was closed.
177.	Joseph Murhee Vs Kasarani sport View Hotel	Retail	The complainant claimed that Kasarani Sports View breached his rights by supplying him meat from a different animal yet he asked for goat meat.	N/A	The matter was closed due to lack of specific evidence from the complainant.
178.	Denis Mkaya v Snaap Connections	Wholesale and Retail	The complainant purchased two Nokia C1 phones at a total cost of KES 7,000. The phones developed some technical issues and although the phones were still within the warranty period, the accused was not willing to replace the phones.	Section 56(1), (2) (a), (d) and (e)	The complainant was given replacement and the case was closed.



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
179.	Edward Njuguna vs Safaricom Plc	Telecommunications	The complainant alleged that he received an offer from Safaricom Plc which was false.	N/A	The matter was determined not to fall within the mandate of the Authority and was therefore referred to CA and the case was closed.
180.	Franco Opanga vs Safaricom Investment Cooperative Ltd.	Financial sector	The complainant alleged that he terminated his membership from Safaricom Investment Cooperative Ltd but they have delay to pay his shares.	N/A	The matter was determined to be falling under the Co-Operative Societies Act Chap 490 and was therefore referred to the commissioner of cooperatives. The file was therefore closed.
181.	Kevin Isika vs Jumia Foods	E-commerce	The complainant ordered food from Jumia but the company canceled the order without a refund.	Sections 55 (a) (ii), (b)(v) 56 (1) (2) (a) () & (e)	The complainant was refunded and case closed.
182.	Jeremy Muyela vs Flowers Bliss Ltd.	E-commerce	The complainant alleged that he paid for flowers from Flowers Bliss Ltd which were not delivered.	Sections 55 (a) (ii) (b) (v), 56 (1) (2) (a) (d) & (e)	The complainant was refunded and case closed.
183.	Jason Makini vs Invesco Insurance	Insurance	The complainant paid excess fee for the insurance premium to Invesco Insurance company. His efforts of seeking a refund of the excess fee have failed even though they claimed to have refunded.	N/A	The matter was determined not to fall under the Act and advised to follow up the matter with IRA. The matter was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
184.	Edward Mwathalii vs Credit Moja Ltd	Finance	The complainant was forced by Credit Moja to pay future interest on digital loan he wanted to clear.	N/A	The matter was determined to fall under the Central Bank of Kenya (CBK) and therefore referred to the regulator. The case was closed.
185.	Henry kangare vs Agrocare Ltd.	E-commerce	The complainant alleged that Agrocare Ltd used his photo in advertisement without his consent, which was a breach of his consumer rights (Invasion of Privacy by Appropriation or Rights of Publicity)	N/A	The matter was determined not to fall under the Act and the complainant was advised to lodge case with Office of the Data Protection Commissioner (ODPC). The matter was closed.
186.	Alphonse Makani vs SMEP Microfinance Bank	Financial services	The complainant took a loan with SMEP which he fully serviced and wanted to leave the Group and receive his savings of KES 13, 000.00. SMEP demanded minutes from the group which he provided but he never got his savings back.	Section 56 (1) (2) (a) (c)	The case was closed due to lack of evidence from the complainant.
187.	Juspah Mwaisaka vs Maggietronics	Retail	The complainant bought a Samsung Galaxy S10+ after he was given the assurance that the phone was waterproof. He tested this feature of the phone and unfortunately the phone went off and he was unable to use it. The accused asked the complainant to replace the motherboard at his own cost despite the phone having a warranty	Sections 55(b)(i), & 56(1)(2)(a) (d) (e)	The complainant withdrew the complaint and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
188.	Ann Wambui vs Dinnom Property Mgt Ltd	Housing	The complainant claimed that she paid to purchase a house she had rented but the accused refused to refund.	N/A	The matter did not fall within the mandate of the Authority and the complainant was issued with an advisory. Case closed.
189.	Everlyne Chiru vs Mountain Top Publishers Limited (MTPL)	Retail	The complainant placed an order with MTPL on 13th May, 2022 for books worth KES 26, 938. The accused stated that the delivery of books would be done within two (2) days, however, the accused failed to deliver the books within the set timeframe.	Sections 55(a) (ii) & 56 (1) (2) (a), (d) (e)	The books were delivered and the case was closed.
190.	Collins Munene vs Kilimall	Retail	The complainant ordered two items from Kilimall but only 1 item was delivered and no remedy has been provided	Sections 55 (a) (ii,) (b) (v) & 56 (1) (2) (a) (d) (e)	Ongoing.
191.	Paul Mutondo vs Mongoose Property Cares Ltd	Housing	The complainant deposits to Mongoose Property Cares Ltd but later he requested for refund because of negative reviews, he was deducted KES. 1000 being a penalty and was not informed in advance.	N/A	The matter did not fall within the mandate of the Authority and the case was closed.
192.	Eugene Kiprop vs Nickimart Supermarket	Retail Sector	The complainant purchased a cake from a Nickimat Supermarket at Kapkatet town. He found the cake has grown molds and had an unpleasant odour.	Sections 55 (a) (i) (iii), & 56 (1), (2) (a) (e), & 63	Ongoing
193.	Faith Ndwiga vs Royal Mabati Factory Limited	Manufacturing	The complainant purchased seventy (70) pieces of iron sheets from Royal Mabati. which were not delivered three (3) months later.	Sections 55(a) (ii), (b) (v); & 56(1) (2) (a), (d) (e).	The accused later delivered the iron sheets to the complainant and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
194.	Cynthia Kalondu vs Pizza Inn Kenya	Hospitality	The complainant purchased a box of Pizza from the accused but upon delivery they required her to pay a delivery fee in spite claims that products are delivered free of charge.	Section 55(a) (ii), 55(a) (v) & 55(b) (i).	The accused revised its delivery boxes and the payment receipts to remove the misleading information and compensated the complainant. The case was closed.
195.	Kenneth Ribebe vs East African Safari Air Express Limited	Aviation	The complainant booked 2 return tickets from Nairobi to Diani at a cost of KES 23,800. However, the accused did not offer the flight at the scheduled date and time and the complainant's efforts to obtain a refund of his money were unsuccessful since the accused had been ignoring his calls and emails.	Sections 55(a) (ii),(b)(v), & 56(1)(2) (a), (d) & (e).	The accused refunded the complainant his money and the case was closed.
196.	Sarah Kiptinness vs Zucchini Greengrocers ABC Place	Retail	The complainant made a payment for goods worth KES 1,170 to the accused's till number directly from her Bank account. She was then informed by the teller that they do not accept M-PESA payments made directly through mobile banking. The teller then advised her to make a second payment of the same amount directly from her M-PESA account, with the promise that the initial payment would be reversed after 24 hours. She proceeded to make the second payment as advised, but the accused failed to reverse the first transaction after 24 hours as they had promised.	Sections 55(a)(ii), (b)(v) & 56(1)(2)(a), (b) & (d).	Ongoing.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
197.	Eva Gatwiri Kimathi vs East African Safari Air Express Limited	Aviation	The complainant bought a ticket for a flight from Malindi to Nairobi, at a total cost of KES 4,950. The accused however failed to provide a flight at the scheduled date and time. Upon requesting for a refund, the complainant was informed that her refund would be processed within 14 days. However, the accused did not honor their promise and the complainant's follow-up calls and emails had been going unanswered.	Sections 55(a)(ii), (b)(v) & 56(1)(2)(a), (e) & (e).	The complainant wrote an email to the Authority indicating that she had been refunded and the case was closed.
198.	Robert Kinuthia vs Metropolis Star Lab Africa	Healthcare	The complainant paid for a whole blood histamine test for his daughter. He paid KES 22,100. However, the test results from the accused were of a Plasma histamine test instead of a whole blood histamine test.	N/A	The Authority found no sufficient evidence to prove that the accused had violated the Act, and the matter was closed.
199.	Leonard Kang'ethe vs Lotus Africa Limited	Retail	The complainant purchased a Kent Sand Water Filter machine from the accused at a cost of KES 40,000. however, he discovered that it could not remove turbidity from water, as indicated by the seller and the provided user manual	Sections 55(a)(i) (v), & 56(1)(2)(a), (d) (e).	The accused indicated that they had fixed the complainant's machine and the case was closed.
200.	Isaac Ndegwa vs Platinum Credit Limited	Financial Services	The complainant applied for a logbook loan of KES 290,000 from the accused at an interest rate of 4% per month. He was also informed that he would be required to take out an insurance cover for his vehicle which would be paid in monthly instalments of KES 4,000.00. However, when the accused disbursed the loan to him, they had unilaterally increased the loan amount to KES 313,915 and increased the interest rate to 6.6153% per month. He also alleged that the accused had required him to take out an insurance cover with a service provider of their choice, at the cost of KES 7,125 per month.	Sections 55(a)(ii), & 56(1), (2) (a), (b), (c) (d).	The complaint did not meet the threshold of the provision of the Act and the case was closed.



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
201.	CAK Vs See Sweet Royale Bakery Manufacturing	Manufacturing	The Authority initiated investigations into the labeling of bread by different manufacturers to confirm compliance with applicable Product Information Standards (KS EAS 43:2012 and KS EAS 38:2014) on labeling of prepackaged foods.	Sections 55 (a) (i), & 60 (1)	Case closed after the Authority established the accused was no longer in operation.
202.	Benson Japheth Mukaya vs Kakamega Shop	Wholesale and Retail	The complainant purchased a 32-inch television from the accused at the cost of KES 18,000. After using the television for two (2) weeks, the television stopped functioning. When he returned the television to the accused, he was informed that the shop had a no-return policy that stated that "goods once sold are not returnable".	Section 56 (1)(2)(a) (e)	Case was closed due to lack of evidence
203.	Peter Nzioka vs KOKO	Wholesale and Retail	The complainant questioned the pricing framework of KOK Fuel, alleging that was not uniformly distributed.	Sections 55 & 56	Matter was referred to KEBS and the case was closed.
204.	Mr. Gachini Macharis vs Naomi's fountain nannies and househelps academy limited	Personal and professional service	The complainant requested for nanny services from the accused and interviewed a number of their employees as prospective candidates; prior to the interviews he was requested to pay a non-refundable fee of KES 5,000.00. The complainant got a nanny from the accused whose contract was terminated midway due to unsatisfactory performance. The accused imposed an unconscionable penalty of KES 91,675.00.	N/A	There was no violation of the Act, thus the matter was closed.
205.	Adan Mursal Dige against Altime Business Machines	Wholesale and Retail (Electronics)	Complaint alleged unfair practices by the accused in the sale of his Kyocera printer.	N/A	The Authority did not find any contravention of Section 57(1) of the Act and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
206.	Irene Ndeda and Premier Kenya Ltd	Financial Services	The complainant alleged challenges accessing her statement.	Sections 55 (a)(ii), & 56 (1), (2) (a) (b) (d)	The parties resolved the matter and the case was closed.
207.	Lenny Murungi vs Chanda Collections	E-commerce	The complainant bought an inflatable couch from the accused store on Kilimall. The same was defective.	Sections 55(a)(i)(ii) & 56 (1) (2) (a) (d) (e)	The complainant was refunded the full purchase price and the case closed.
208.	CAK vs Mafleva International Ltd	Manufacturing	The Authority investigated Mafleva International Ltd's product namely Msiri Black Seed Oil. The labeling did not contain a list of ingredients, as required by the KS EAS 346:2013 Standard on Labeling of cosmetics.	Sections 60 (1) & 55 (a)(i) (v)	Mafleva sent labels that indicated they had complied with labeling requirements. The case was concluded.
209.	Henry Kimathi vs Equity Bank	Financial Services (Banking)	The complainant claimed that Equity charged high rates when dividends from NSE trading were channeled to his equity account.	N/A	The matter related to pricing by banks which did not fall within the mandate of the Authority. The complainant was advised accordingly and the case was closed.
210.	Isaac Kipkemoi vs Pana Music Centre	Maintenance, repair and installation	The complainant took his phone to Pana Music center for repair and he was asked to pay for a screen replacement which later turned out not to be the problem but the motherboard which was not repairable. He lost money having paid booking fees as well as the screen replacement money.	Sections 55 and 56	He did not have evidentiary support and so the matter was closed.
211.	Silas Mwiti vs Mombasa Port Cement	Manufacturing	The complainant ordered 880 bags of cement at an initial agreed price of KES 500 per bag but less bags were delivered as the seller claimed that the price was KES 620 per bag.	N/A	The case was closed. The complainant did not fit the definition of a consumer as per the provisions of the Act.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
212.	Kate Kiguru vs Villa Care Kenya Limited	Housing	The complainant alleged that the accused had made false claims regarding the quality of their apartments and the availability of some facilities within the apartments. The complainant also claimed that the accused was unresponsive to her grievances and requests for the necessary repairs.	Sections 55(a)(i)(v), 56(1)(2) (a),(d) and (e).	The complainant was advised to pursue the matter with KPLC and Nairobi City Water & Sewerage Company. The case was closed.
213.	Christine Muthoni Wanjiru Vs Jumia Kenya	Retail	The complainant alleged that she bought a product from the accused which later caused health issues to her. The complainant demanded withdrawal of the product from the market and she be compensated for medical expenses and other damages.	N/A	The complainant was advised to seek redress from the Pharmacy and Poisons Board. The case was closed.
214.	Rebecca Nguru vs Aquantuo Kenya	Freight Shipping	The complainant alleged that the accused was engaging in misleading advertisement through their social media pages by claiming that their shipping charges are calculated based on the actual weight of the package whereas in practice the charges are based on the volumetric weight package.	Sections 55 (a) (ii), (b)(i), &56(1)(2) (a), (d) (e) (4).	The complainant rerouted her package to a different company hence the case was closed. However, a sector-wide review of terms and conditions for companies in the international freight shipping sector is underway.
215.	Stephen Kiamba Kulungu vs Royal Mabati	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days, which was not done.	Sections 55 (a) (ii) (b) (v) & 56 (1), (2) (a) (d) (e)	The complainant's iron sheets were delivered and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
216.	Olive Adai vs ShopZeva	E-commerce	The complainant ordered a dress from an online shop-ShopZeva. Upon delivery she realized that the dress was not what she exactly ordered. She returned it but was not refunded.	Sections 55 (a) (i) 56 (1), (2) (a) (d) & ( e)	The accused failed to respond to the Authority notices and there was no physical shop location. The complainant was advised to pursue matter with the DCI and the case was closed
217.	Resian Nashipai vs Fly 540	Aviation	The complainant booked a flight with the accused. The flight was cancelled and her refund was delayed	Sections 55 (b) (v) and 56 (1) (2) (a) (d) & (e) of the Act	The complainant's iron sheets were delivered and the case was closed.
218.	Benard Achacha v StarTimes	E-commerce	The complainant bought a TV online and the TV later became faulty. It was repaired but still developed issues.	Section 56(1), (2) (a), (d) and (e)	The complainant was refunded and the case was closed.
219.	Rodgers Imbisi vs Royal Mabati	Manufacturing	The complainant bought corrugated iron sheets from the accused and was promised delivery within fourteen (14) days which was a false misrepresentation by the accused.	Sections 55 (a) (ii) & (b) (v) and 56 (1), (2) (a) (d) & (e).	The complainant's iron sheets were delivered and the case was closed.
220.	Laura Lime Vs Mabati Rolling Mills Ltd	Retail	The complainant alleged that she was required by the accused to surrender excess building materials that remained after completion of her project despite her having paid for the materials.	Section 56(2)(a), (b) & (d)	SAFAL collected the oversupplied materials from the complainant and refunded her the sum of KES 51,236.00. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
221.	Judy Maingi vs Nakuru Box Hub	Other services	The complaint relates to Nakuru Box Hub's failure to release the prize money of 3,000 USD after participation and emerged among the top 3 innovators in a competition that they had organized, despite having received funding from various sponsors such as Safaricom PLC, United Nations Development Programme (UNDP) and Kenya National Innovation Agency (KENIA).	N/A	The matter did not fall within the jurisdiction of the Authority. The complainant was therefore advised to lodge a complaint with the Directorate of Criminal Investigations (DCI). The case was closed.
222.	Militia Spoken Word vs Sony digital views	Others	The complainant allegedly deposited money into his account in order to buy the gold package for Whatsapp earnings, but was unable to withdraw It even after making huge profit and reported that the business could be scamming other traders.	N/A	The matter did not fall within the jurisdiction of the Authority. The complainant was therefore advised to lodge a complaint with the Directorate of Criminal Investigations (DCI). The case was closed.
223.	Albert Mogire vs Dilemma issues at shopping and others For my mother	Other	The complainant lodged a criminal case in which his mother could have been attacked in the shop in Ikonge.	N/A	The matter did not fall within the jurisdiction of the Authority. The complainant was therefore advised to lodge a complaint with the Directorate of Criminal Investigations (DCI). The case was closed.



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
224.	Gregory Sparrow vs Johnflies Fly Factory Ltd	E-commerce	The complainant allegedly ordered fly fishing flies from the US and paid \$267 via Western Union, but didn't receive the items.	N/A	The matter did not fall within the jurisdiction of the Authority. The complainant was therefore advised to seek assistance from the Communications Authority of Kenya, and the Interpol/Criminal Investigations (DCI). The case was closed.
225.	Kawira Migue vs ICEA Lion Insurance Ltd	Financial Services (Insurance)	The complainant alleged that ICEA Lion had refused to authorize the release and disclosure to her of the contents of her second medical examination	Sections 55(a)(ii) 56(1), (2) (a),(b) & (d)	The case was closed after the matter was referred to IRA and the complainant advised accordingly.
226.	Daniel Musyoki against Mwananchi Credit Ltd	Finance Services (Microfinance)	The complainant had taken a loan against his car, but the accused seized his car and auctioned because he allegedly defaulted. This is despite an accountant at Mwananchi Credit Ltd earlier admitting that he had been erroneously marked as a defaulter. He sued the accused and the case is still active in court.	Sections 55(a)(ii), (b)(i) & 56(1), (2) (a), (b), (d) & 53(1)	The case was closed since the matter was before a court of law.
227.	Edward Muthoka vs Dr Mattress	Retail	The complainant paid a deposit for purchase of bed but was later informed of an increase in purchase price but declined and requested for a refund.	Sections 55(a)(ii), (1), (2)(a) (d) e)	The complainant did not provide supporting evidence hence the case was closed.
228.	David Cattermole vs Kenya Airways	Aviation	The complainant purchased flight tickets but the flights were cancelled due to the Covid 19 pandemic. His efforts to follow up for a refund had been unsuccessful.	Section 55(a)(ii), (1), (2)(a) (d) e)	The accused refunded the complainant and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
229.	Md Nazmul islam Bhuiyan vs Bunter Flora limited	Wholesale and Retail (Horticulture)	The complainant, who is based in Riyadh, Saudi Arabia, paid for flowers through a Proforma Invoice, but didn't receive the flowers as Bunter Flora limited lied that they had not received the payment	N/A	The complainant was advised that the case could have been related to fraud which does not fall within our mandate and because he was in Riyadh, and considering that this may be related to international fraud, he was advised to report the matter at a local International Police (INTERPOL) office. The case was closed.
230.	Stephen Omondi vs East Pesa	Financial Services (Electronic Money Transfer)	complaint relates to transfer of money from M-pesa to EastPesa website, a company that offers money remittance services in which the complainant had used EastPesa to transfer money to a Skrill account, but the aforementioned company failed to facilitate transfer of the money to the Skrill account, leaving your money stuck in their website and that he was unable to withdraw the balance.	N/A	The Authority noted that the matter was likely related to fraud, which is criminal in nature and which, therefore, does not fall within the provisions of the Act. He was advised to lodge it with the Directorate of Criminal Investigations (DCI). The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
231.	Kevin Kambo vs Northwave Credit Limited	Financial services	The complainant took a loan of KES 224,000 and paid the first instalment. Later He requested for a loan statement, that indicated that he is required to pay a total of KES 523, 179, which included the total interest that would have been charged over the full 24-month tenure of the loan.	Section 56(1),(2) (a), (b), (d), (3) (4)	The case was closed since the complainant had already forwarded his case to Small Claims Court
232.	Mwazighe Kubo Vs Jamboshop	E-commerce	The complainant bought a Fashion Tie Belt Scarf Hanger Holder Organizer from and paid KES. 340 for the order and KES 150 for shipping through M-Pesa. His order was cancelled. He had been promised a refund within 5 days but this didn't happen.	Sections 55 (a)(i); & 56(1) (2) (a), (b), (d) (e)	The complaint was refunded and the case was closed.
233.	Christine Muriungi vs True Pesa	Financial services	The complainant took a loan with True Pesa and defaulted. True Pesa accessed her contact list and they kept harassing her through numerous phone calls which greatly inconvenienced her.	N/A	The complainant was advised to lodge the complaint with CBK and the Office of the Data Protection Commissioner. The case was closed.
234.	Rittah Okal vs Villa Care Limited	Housing	The complainant alleged that the accused had failed to issue her with an electricity meter/ token reader despite paying for it. She further alleged that the accused was overcharging her for electricity and water, and was threatening her with eviction despite the fact that she had purchased the apartment.	Section 56(1) (2) (a), (b) (d)	The case was closed since the complainant had already forwarded his case to Rent Restriction Tribunal.
235.	Merlene Wambui and Chieng Diamond Technologies	Manufacturing	The complainant purchased a heavy duty blender that malfunctioned shortly after purchase. The items replaced also malfunctioned and showed signs of rusting.	Sections 55(a)(i),(b) (v), and 56(1), (2) (a)(d) ( e)	The complainant was refunded the purchase price and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
236.	Stella Ndung'u vs Equity Bank	Banking, Insurance	The complainant alleged that the accused continued to demand monthly payments of KES 45,507.00 over a loan of KES 2,000,000 that her late father had taken from the bank. This was despite the fact that her father had passed on and the loan was insured for its life term under the Equity Credit Life Insurance Cover.	N/A	The matter was referred to the Insurance Regulatory Authority and the case was closed.
237.	Sylvia Kareri vs Carrefour	Retail	The complainant purchased a 2kg packet of sugar and when she opened the packet, she noticed some big black particles and some foreign material that looked like grass in the sugar.	N/A	The matter was referred to the Kenya Bureau of Standards and the Anti Counterfeit Authority and the case was closed.
238.	Victor Logedi vs Zuku Ltd	Telecommunications	The complainant alleged that the accused failed to connect him to internet services despite making the required payment.	N/A	The matter was referred to the Communications Authority of Kenya and the case was closed.
239.	Omar Shallo vs Zuku Ltd	Telecommunications	The complainant alleged that the internet speed was slow and unreliable and always experiencing frequent downtimes.	N/A	The matter was referred to the Communications Authority of Kenya and the case was closed.
240.	Judy Kananu vs Nakuru Box Hub	Professional, scientific and technical activities.	The complainant alleged that she participated in a competition for startup entrepreneurs in which she emerged among the top 3 innovators. However, the accused did not award the prize money.	N/A	The complainant was advised to pursue the matter with the Directorate of Criminal Investigations and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
241.	Recall of Certain LG TV Stands in the Kenyan market	Wholesale and Retail	The Authority received information from LG Electronics Inc. indicating that they had conducted voluntary product recalls and replacements for certain TV stands of LG TV models in the Kenyan market, after receiving consumer complaints from other jurisdictions regarding the safety of the TV stands.	Rule 28, 29 Competition (General) Rules, 2019	The Authority closed the case after receiving sufficient evidence that all the affected stands had been recalled and replaced.
242.	Peter Ndung'u Njuguna vs Pesa Flash Loan App	Financial services (Digital Lending)	The complainant alleged that he had been receiving countless messages from the accused requiring him to pay a loan that was owed to them whereas he had not taken any loan from the accused.	N/A	The complainant was advised to pursue the matter with the Office of the Data Protection Commissioner and the case was closed.
243.	Albert Mogire vs Dr. David Odeny	Health (Professional Medical Services)	The complainant complained against the quality of services offered by the accused with regard to a surgery that he had performed.	N/A	The complainant was advised to pursue the matter with the Kenya Medical Practitioners and Dentists Council and the case was closed.
244.	Joseph Kisyungu vs Payoneer	Financial Services (Electronic money transfer)	The complainant alleged that the accused had made several fraudulent and unauthorized transactions on his Payoneer account.	N/A	The complainant was advised to pursue the matter with the Directorate of Criminal Investigations and the case was closed.



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
245.	Judy Cheruiyot vs Mayfair Bank & Phillips International Auctioneers	Financial Services	The complainant alleged that the accused parties had sent auctioneers to claim some of her personal property and work equipment regarding a loan she had allegedly taken from the Bank and defaulted in repaying. She further alleged that the auctioneers used unjustified violence made threatening statements to her and her family. This was despite the fact that she had never taken any loan from Mayfair Bank as alleged.	N/A	The case was closed since the complainant was advised to pursue the matter with the Directorate of Criminal Investigations.
246.	Adam Wambua vs Skyiniks Electronics Limited	Wholesale and Retail	The complainant alleged that he has been extorted and defrauded by the accused while in the process of purchasing electronic products from them.	N/A	The complainant was advised to pursue the matter with the Directorate of Criminal Investigations and the case was closed.
247.	CAK vs Global Anti Scam alliance	E-commerce	The Organisation reached out to the Authority to help support them in launching Checkmylink Kenya used in detecting Scams.	N/A	The organization was issued with an advisory to pursue the matter with Communications Authority (CA) and the case was closed.
248.	Seth vs Airtime provider	Information and Telecommunications	The complainant bought airtime from a telecommunications provider through their agent but it went to a wrong number. He sought a refund but was not refunded.	N/A	The complainant was advised to pursue the matter with the national police as it relates to fraud. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
249.	Valentina Vs KQ Impersonators	Aviation	The complainant related to people posing as Kenya Airways staff.	N/A	The complainant was advised to pursue the matter with the DCI as it relates to Fraud. The case was closed.
250.	Charles Adhola vs Instar cash	Financial	The complainant took a loan of KES 10,000 with Instar cash and he was added four more loans with exorbitant interests without his consent. He was forced to pay the loan with high interest rates.	N/A	The complainant was advised to pursue the matter with the Central Bank of Kenya (CBK) who regulates digital lenders. The case was closed.
251.	CAK Vs Uwezo Maize Millers Limited	Manufacturing	The Authority carried out investigations into the safety of the accused's maize flour products in the market, specifically on the levels of aflatoxin in the products.	Sections 55(a)(i) and 59	The accused put in place remedial measures to prevent the recurrence of the harmful levels of aflatoxin in their products. The case was closed.
252.	Grace Mwangi vs Frahi Africa Investment	Financial intermediation	The complainant alleged to have invested with Frahi Africa Investment who did not honor or remit the return on investment.	N/A	The matter was determined not to fall under the Act and consumers were advised to institute a complaint with the CMA. The case was closed.
253.	Kennedy Odunga vs Jambo Jet Ltd	Aviation	The complainant flew to Diani, Ukunda from Nairobi JKIA on Thursday evening and had a return flight planned later on Saturday. The complainant changed it to Sunday evening. However, due to system issues, he was forced to pay KES 1,970.00 twice instead of once.	Sections 55 and 56	The accused refunded the complainant and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
254.	Sila Kisavi vs FEP Sacco	Financial Services (SACCO)	The complainant was a member of the accused's SACCO. He made a formal request to exit the SACCO as per the SACCO Bylaws but the accused declined to refund his savings and accrued interest within the period required by the accused's By-laws.	N/A	The matter was forwarded to the Commissioner for Cooperatives and the case was closed.
255.	Beatrice Nthure vs Harambee Sacco	Financial Services (SACCO)	The complainant took a loan of KES 350,000.00 from the accused's SACCO in the year 2003 and the loan was fully serviced by April, 2010. Harambee SACCO resumed deductions on the same loan in the year 2014 without any prior notice given to the complainant. She wanted to establish who was the applicant of the loan for which the SACCO had begun deductions in 2014.	Sections 56 (1) ,56 (2) (a) (c) (d) and 53 (4)	The matter was forwarded to SASRA and the case was closed.
256.	Juda Deli Vs Jumia Kenya	E-commerce	The complainant bought a Flash disk worth KES 1,099 from Jumia online shop. The Flash Disk Malfunctioned and could not give him the service intended. He notified Jumia about the issue but was informed that the fifteen (15) day return period after delivery had expired and they could not offer any redress despite their being a five (5) year warranty.	Sections 55(b) (v), 56(1), 56(2) (a) (d) & (e) and 64	The accused refunded the complainant and the case was closed.
257.	Margaret Mwihaki vs KICO Sacco	Financial intermediation	The complainant sought withdrawal from the SACCO membership as per the by-laws of the society but KICO declined to refund his deposits.	Sections 55(a)(ii), 55(b)(v) and 56(1) (2)(a) & (d)	The complainant was refunded and the case closed.
258.	Philomena Gertrude and Skypesa, Kashway and Zash Application	Digital lending	The complainant borrowed a loan and defaulted on the same. The accused sent all her contacts messages and some threats to embarrass her.	N/A	The complaint was advised to lodge the case with Office of the Data Protection, Commissioner and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
259.	Brian Mwangi vs PayPal Kenya Ltd	E-Commerce	The complainant transferred KES 210 to his PayPal mobile money account but this was not remitted as promised.	Sections 55(b)(v), 56(1) (2) (a), (d), (e).	The accused resolved the matter by making partial refund and thereafter the complainant did not pursue the matter further and the case was closed.
260.	Davis Wafula Wamalwa vs Royal Mabati Factory Limited	Manufacturing	The complainant purchased iron sheets worth KES 84,330.00. It took over five (5) months, without receiving any communication regarding the pending delivery.	Section 56(1)(2) (a),(d), (e).	The accused delivered the purchased iron sheets and the case was closed.
261.	Marie Kinyanjui Vs Glovo	E-Commerce	The complainant placed an order and paid for goods worth KES. 2,489.00. The order was not delivered and upon checking the app the complainant discovered there was an error on the app.	Sections 55 (a) (ii) (v), 56(1) (2)(a), (d) & (e).	The matter was resolved amicably between the complainant and the accused and the case was closed.
262.	Mr. Geoffrey Omwenga against RMFL	Manufacturing	The complainant purchased iron sheets worth KES 146,850 but was not delivered within fourteen (14) days as agreed.	Section 56(1)(2) (a),(d), (e).	The accused delivered the purchased iron sheets and the case was closed.
263.	Joseph Mburu Against Fountain Enterprises Sacco (Fep) Sacco	Financial Services	The complainant was a member of the SACCO. He sought to withdraw his membership from the SACCO due to lack of funds. He issued a sixty (60) days' notice as per the SACCO's by-laws. The SACCO did not refund him the deposit.	N/A	The matter was forwarded to the Commissioner for Cooperatives and the case was closed.
264.	David Maina Vs Safaricom Plc	Telecommunication	The complainant subscribed to a 4G Lite box at a cost of KES 11,000.00 and a 5MBps internet plan. His internet service gadget malfunctioned.	N/A	The complainant did not provide additional information to support his claims hence the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
265.	Geoffrey Monyancha vs Royal Mabati Factory Ltd	Manufacturing	The complainant purchased iron sheets worth KES 137,270.00 but was not delivered within seven (7) days as agreed.	Section 56(1)(2) (a),(d), (e).	The accused refunded the complainant and the case was closed.
266.	Nelson Wanjau vs Royal Mabati Factory Limited	Manufacturing	The complainant purchased iron sheets from the accused who failed to deliver and occasioned inordinate delays in the processing of the refund.	Sections 55 (b) (v), & 56(1),56(2) (a), (d) (e)	The complainant was refunded the purchase price and the case closed.
267.	CAK vs Bakex	Manufacturing	The complainant alleged that the flour sold to him was not fortified and therefore it did not comply with KEBS standards.	Sections 55 (b) (v) and 56(1) (2) (a), (d) (e).	The matter was forwarded to Enforcement and Compliance Department.
268.	Gathoni Ileri vs Innerworks Design	Retail	The complainant paid KES 10,500.00 for a closed shoe rack. \ However, the accused failed to deliver the item and make a refund.	Section 56(1) (2)(a) (d) (e).	The accused refunded the complainant and the case was closed.
269.	Miriam Ojwang vs Solar Store	Retail	The complainant purchased a Megasun 150 Liters solar water heater worth KES 179,400.00. The accused later informed the complainant that solar water heater was not available. She therefore requested for a refund but the company delivered a different brand.	Sections 55(a)(i) (v),& 56 (1) (2) (a), (d) (e)	The accused delivered the solar water heater and the case was closed.
270.	Nandhu Jayakumar vs Glovo	E-Commerce	The complainant purchased an Aux Cable and received an invoice worth KES 550.00. He was deducted KES 1,400.00 instead of KES 550 and he reached out for refund of the balance.	Sections 55 (b) (i),& 56(1) (2)(a) (e)	The accused refunded the complainant and the case was closed.
271.	Juspah Mwaisaka vs Maggi- etronics	Wholesale and Retail	The complainant bought a Samsung Galaxy S10+ after he was given the assurance that the phone was waterproof. He tested this feature of the phone and unfortunately the phone went off and he was unable to use it. The accused asked the complainant to replace the motherboard at his own cost despite the phone having a warranty.	Sections 55(b)(i), & 56(1)(2)(a) (d) (e)	The complainant withdrew the complaint and the case was closed.



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
272.	Dennis Nakitare Vs Paytech Limited	Transport	The complainant parked his car at Sarit Center. However, when he came back on 24th September, 2022, at 1:00 am, he found that the gate had been closed. Upon return to collect his car, he was required to pay KES 1,000.00, being an overnight parking penalty. The penalty had not been brought to his attention when he was parking the car.	Section 56(1) (2) (a), (b) (d) (3),(4)	The accused provided one year free parking to the complainant and the case was closed.
273.	Kennedy Odunga vs Jambo Jet Ltd	Aviation	The complainant flew to Diani, Ukunda from Nairobi JKIA on Thursday evening and had a return flight planned later on Saturday. The complainant changed it to Sunday evening. However, due to system issues, he was forced to pay KES 1,970 twice instead of once.	Sections 55 and 56	The accused refunded the complainant and the case was closed.
274.	Ahmed Nasheed vs Eagle Link Flowers Limited	Retail	The complainant paid KES 220,324.00 (USD 1,864.50) for shipment of flowers. The accused did not provide the shipment and was non responsive.	Sections 55(a)(ii) & 56 (1) (2) (a), (d) (e)	Ongoing
275.	Edgar Mogaka Ogenche v Silverline Motors Ltd	Retail	The complainant purchased a car from Silverline, who was acting as an agent for Kobe. However, the car was repossessed by the Police on the instigation of the owner, Kobe, who claimed he had not received the purchase money from the agent.	Section 56(1)(2) (a),(d), (e)	The complainant was issued with an advisory to follow up with the High Court since the case was still active and the case was closed.
276.	Geoffrey Mong'are Vs Royal Mabati Limited	Wholesale and Retail	The complainant ordered iron sheets from Royal Mabati Limited on 4th May, 2022. However, the iron sheets were not delivered due to unavailability. He requested for a refund but the accused never refunded.	Sections 55 (a) (ii) (b) (v)& 56 (1) (2) (a) (d) (e)	The accused redressed the issue by refunding the purchase amount and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
277.	Michael Kihara vs Momentum	Financial Services	The complainant alleged that he took a KES 100,000 logbook loan; both parties did not fill the statutory declaration form. An amount of KES 97,000.00 was wired to his account before all terms and conditions were disclosed and agreed upon. The accused refused to give the complainant the Insurance Policy Document.	Sections 56(1) (2) (a) (c) (d) (3).	After the Authority's determination, the complainant lodged an appeal at the Competition Tribunal.
278.	Simon Simiyu vs Royal Mabati Factory Limited	Manufacturing	The complainant complained that Royal Mabati had sold him substandard iron sheets that had faded.	N/A	The case was forwarded to KEBS and the case was closed.
279.	Phillip Manje vs Stanbic Bank Limited	Financial Services	The complainant alleged that he paid KES 247,000 against the amount due of KES 247,811.33 on his credit card. The unpaid amount on the due date of 3rd May, 2022 was KES 811.33. However, by 8th May 2022, an interest charge of KES 7,282.69 had been levied on the card.	Sections 55 (b) (v) and 56 (1), (2) (a), (c) (d) & 56(3) of the Act.	The accused refunded the complainant the amount in dispute and the case was closed.
280.	CAK vs Unga Limited	Manufacturing	The investigation was initiated after a KEBS report indicated that Unga products had aflatoxin.	Sections 55 & 60 (1)	The Authority's investigations indicated that there were no violations of the Act and the case was closed.
281.	Rufus Mugambi vs Co-operative Bank Ltd	Financial Services	The complainant, requested the bank to restructure his Mobile banking loan to enable him to start clearing his Asset Finance arrears. However, auctioneers approached him and informed him that they were sent to impound his vehicle. He paid more than half the amount in arrears but the bank declined to release his vehicle unless he cleared the outstanding loan balance in 5 days.	Sections 55(a)(ii) & 56(1) (2) (a), (c) (d)	The accused apologized to the complainant and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
282.	Sharon Kirui vs Tifislice Kenya	Financial Sector	The complainant alleged that the accused charged exorbitant interest rates and she had been issued with threats in order to make payments.	N/A	The complainant was referred to CBK. The case was closed.
283.	Patrick Muya vs SMEP Microfinance Bank	Financial services	The complainant took a loan of KES 700,000 from the accused on which was secured using his motor vehicle. However, he was unable to pay the instalment as agreed and the accused proceeded to auction his car	Sections 55(a)(ii), (b)(i), (56) (1), (2)(a), (d), (3), (4)	The case was closed since the complainant had already forwarded his case to Small Claims Court.
284.	Benard Achacha v StarTimes	E-commerce	The complainant bought a TV online and the TV later became faulty. It was repaired but still developed issues.	Section 56(1),(2) (a), (d) (e)	The complainant was refunded and the case was closed.
285.	Denis Mkaya v Snaap Connections	Retail	The complainant purchased two Nokia C1 phones at a total cost of KES 7,000.00. The phones developed some technical issues and although the phones were still within the warranty period, the accused was not willing to replace the phones.	Section 56(1), (2) (a), (d) (e)	The complainant was given replacement and the case was closed.
286.	Festus Karungani v Erasmus Kithinji	E-commerce	The complainant bought a pair of shoes worth KES 3,750.00 from an online shop but the shoes were not delivered.	Section 56(1),(2) (a), (d) (e)	The accused delivered a pair of the shoes and the case was closed.
287.	Recall of Certain LG TV Stands in the Kenyan market	Wholesale and Retail	The Authority received information from LG Electronics Inc. indicating that they had conducted voluntary product recalls and replacements for certain TV stands of LG TV models in the Kenyan market, after receiving consumer complaints from other jurisdictions regarding the safety of the TV stands.	Rule 28, 29 Competition (General) Rules, 2019	The Authority closed the case after receiving sufficient evidence that all the affected stands had been recalled and replaced.
288.	Esther Ndirangu vs Mycredit	Financial Services	The complainant took a loan facility from MyCredit on 25 <sup>th</sup> February 2021 for the sum of Kshs. 1,600,000 for a maximum period of 18 months which was secured by two vehicles. However, the accused party imposed predatory interest rates.	Section 55(a)(i), & 56 (1), (2) (a) (d)	Case concluded after the complainant noted that she had completed repaying the loan.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
289.	Ali Mganda v Shop & Shop	Retail	The complainant purchased a generator but it was not working as expected.	Section 56(1),(2) (a), (d) (e)	The complainant did not provide the necessary evidence and the case was closed.
290.	John Kiiri v Kenya Power	Energy	The complainant alleged that the payment methods were abruptly changed for electricity bills excluding payments through some banks.	N/A	The matter was forwarded to EPRA and the case was closed.
291.	Moses Muriuki v Chandarana Supermarket	Retail	The complainant purchased two bars of chocolate at a cost of KES 180 each. One of the bars of chocolate had mold and thus was not consumable.	N/A	The matter was forwarded to KEBS and the case was closed.
292.	Mamo Ali v Poa Internet	Telecommunications	The complainant had subscribed to internet service with the accused but kept experiencing disruptions to the connection and very slow internet.	N/A	The matter was forwarded to CA and the case was closed.
293.	Gilbert Angana v Qatar Airways	Aviation	The complainant alleged that the airline refused his request for a refund of the air ticket purchased. Additionally, the airline had issued a travel voucher valid for two years, which the complainant did not redeem within the set timeline.	Section 56(1), (2) (a), (d) (e)	After investigation, it was established that there was no violation of the provisions of the Act, the complainant was issued with an advisory and the case was closed.
294.	David Mathuva vs Bata Ridgeways Branch	Manufacturing	The complainant purchased a pair of shoes from Bata. He alleged that the shoes were the wrong size.	Sections 55 (a)(i),& 63 (1)(d), (2)(a)(ii)	It was determined that the request to replace the shoes could not be honored as the shoes exhibited signs of wear and tear by the complainant and could not be replaced. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
295.	Zhouzhou vs Nothing Kenya	E-commerce	The complainant purchased a phone case and received a different item from what was advertised.	Section 55(a)(i)	The matter was resolved amicably between the parties and the case closed.
296.	Simon Peter Adungo vs Kashway	Financial services (Digital Lending)	The complainant took a loan from kashway, which he committed to pay at the end of that month. Kashway decided to charge him a daily interest and call people on his contact list without his authorization or his knowledge.	N/A	The case was closed due to lack of evidence by the complainant.
297.	Lawrence Juma Vs Telecommunication	Information and Telecommunications	The complainant alleged he purchased Wimax 10 mbps x month. Upon testing the Wimax 10mbps he found that the speed was not actually the same as indicated in the advertisement.	N/A	The complaint was referred to CA. The case was closed.
298.	Kipyegon Mutai Vs Kilimall Limited	E-commerce	The Complainant bought a television that turned out to be defective. He initiated an aftersale service the same day but it had been 29 days yet he had not been refunded.	Sections 55 (a)(i); & 56(1) (2) (a), (b), (d) (e)	The complaint was refunded and the case was closed.
299.	Sammy Msungu vs Mtickets	E-commerce	The complainant paid for several tickets for an event, but the function was postponed and he was not issued a refund.	Sections 55 (a) (ii) (b)(v), 56 (1) (2) (a) (d) (e)	The case is ongoing
300.	Stella Kariuki vs Hyliz collection	Wholesale and Retail	The complainant allegedly ordered a dress on friday, but by Tuesday of the next week it had not been delivered and Hyliz were neither picking calls nor responding to whatsapp texts.	N/A	The matter was determined not to fall under the Act and was advised to follow the matter with the Directorate of Criminal Investigations (DCI)



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
301.	Kenneth Miriti vs Kamuthi Housing Cooperative Society Limited	Financial Services (SACCO)	The complaint relates to Kamuthi Housing's failure to provide a title deed for a plot purchased in 2017, and their refusal to refund a deposit of KES 225,000 paid by the complainant for a second plot of land.	N/A	The allegations raised in the complaint and the nature of the accused party's conduct exhibited aspects of fraud, which is criminal in nature and thus does not lie within the Authority's mandate.
302.	Costa Luis & Co vs KPLC	Electricity/ Energy	The complainant alleged that he was out of the country for a month and upon returning, he found a huge power bill based on wrong meter readings.	N/A	The complaint was reviewed and concluded that it didn't fall under the mandate of the Authority. The complainant was advised to lodge a complaint with the primary regulator - The Energy & Petroleum Regulatory Authority (EPRA).
303.	Margaret Adhiambo vs Lilac Robots Mobile App	E-Commerce	The complainant deposited money on the app to trade and make profit, but was unable to withdraw her profit or the principal amount.	N/A	The matter did not fall within the jurisdiction of the Authority. The complainant was therefore advised to lodge a complaint with the Directorate of Criminal Investigations (DCI).

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
304.	Mohamed Ali vs Lipa-polepolekenya.com	E-Commerce	The complainant alleged that he was conned through the website.	N/A	The matter did not fall within the jurisdiction of the Authority. The complainant was therefore advised to lodge a complaint with the Directorate of Criminal Investigations (DCI).
305.	Victor Ooko Vs Encore Lounge & Grill	Electronic money transfer	The Complainant made double payment using the Safaricom App due to an error with the APP. The accused has refused to refund the overpayment.	Section 56(1), (2) (a) & (d)	The accused refunded the money and case closed
306.	Patrick Nzioka Vs Client staying at Caughnaut Apartment	Repair services	The complainant alleged that he installed 2 lights for a client and repaired one of his faulty showers in Connaught Apartments, Lantana Road, Nairobi but he was not paid	N\A	The complaint was advised to file his case at the Small Claims Court. The case closed.
307.	Agnes Mulati vs Sakiwa Trans Sacco Limited	Financial services (Sacco)	The complainant took a loan of KES 10,000 from the SACCO, which she was not able to pay. She visited the SACCO where she was informed that her loan plus interest stood at KES 13,000.00. Timpech Auctioneers from Bungoma County went to her home at Big-tree village and took a dairy pedigree cow which was pregnant valued at KES 200,000.00. The auctioneers sold the cow and closed her case.	Section 56(1) (2) (a), (b) & (d)	The complainant was advised to file the matter with the DCI as they were best suited to investigate matters relating to fraud. The case was closed.
308.	CAK Vs Ridges Ritz Millers Ltd	Manufacturing	The Authority carried out investigations into the safety of the accused's maize flour products in the market, specifically on the levels of aflatoxin in the products.	Sections 55(a)(i) and 59 (1)	The accused put in place remedial measures to prevent the recurrence of the harmful levels of aflatoxin in their products. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
309.	David Kithinji vs Majid Al Futtaim	Wholesale and Retail	The complainant alleged that the price on the shelf and the price at the till for a vacuum cleaner that he had intended to purchase did not match. Further, he noted that his efforts to have the same resolved by the accused were futile.	Sections 55(b)(i), & 56(1), (2) (a) (d)	The complainant was offered to purchase the item at the original price. However, he did not take up the offer and the case was closed.
310.	CAK Vs Greenfield Millers Limited	Manufacturing	The Authority carried out investigations into the safety of the accused's maize flour products in the market, specifically on the levels of aflatoxin in the products.	Sections 55(a)(i) and 59	The accused put in place remedial measures to prevent the recurrence of the harmful levels of aflatoxin in their products. The case was closed.
311.	CAK and Marss Food Quality	Manufacturing	Flour Surveillance	Scheduled for testing	Ongoing
312.	Karim Dosa Vs Jubilee Holdings Limited	Insurance	The complainant, a shareholder in the accused, alleged that he had not been receiving dividends commensurate with shares that he owned.	N/A	The matter was referred to CMA. The case was closed.
313.	Rose Nzuki vs Reshman International Limited	Wholesale and Retail	The complainant bought a 55' TV worth around KES 70,000 from Carrefour Supermarket Kenya, the distributors of Reshman International. The TV developed a screen/ display issue forcing her to return the TV to Carrefour who then took the TV to Reshman for diagnostics and possible repair. However, the Hisense service center run by Reshman was unable to ascertain what was causing the issue but suggested that she replaces the LCD panel at a cost of KES 63,200, which was almost equal to the purchase price.	Section 55(a) (i), (a)(ii) & 56(1)(2)(a)	The Authority issued an advisory to the complainant that the warranty period had lapsed and could therefore not seek redress under the accused's terms and conditions. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
314.	CAK vs Kates Pure Honey	Manufacturing	The Authority carried out sector-wide investigations in the honey sub-sector. The aim of the investigations was to confirm whether honey products comply with the requirements of KS EAS 36: 2020. The label of Kate product identifies the product as “Kate’s Organics: Wellness <b>Naturally</b> ”, “ <b>Pure Honey</b> ” and as “ <b>Organic</b> ”.	Section 60 (1) & 55 (a) (i)	Ongoing
315.	CAK vs Joy Millers	Manufacturing	The Authority carried out investigations into the safety of the accused’s maize flour products in the market, specifically on the levels of aflatoxin in the products.	Section 60 (1) & 55 (a) (i)	Ongoing
316.	CAK vs Delmonte	Manufacturing	The Authority carried out investigations on the labeling of Del Monte Kenya Ltd’s <i>Del Monte Orange Chocolate</i> juice.	Sections 60 (1) & 55 (a) (i)	Ongoing
317.	CAK Vs Wimchi Food Products Ltd	Manufacturing	The Authority carried out investigations into the safety of the accused’s maize flour products in the market, specifically on the levels of aflatoxin in the products.	Section 55 (a) (i) & 59	Ongoing
318.	Anthony Muchangi Vs Kilimall	Retail	The accused listed several products on flash sale. However, some of the products listed at very low prices were not available.	Sections 55 (b) (i) & 56 (1) (2) (a) (c) (d)	Ongoing
319.	Mohamed Varwani Vs Fly 540 Limited	Aviation	The complainant purchased a ticket from the accused to fly from Mombasa to Nairobi. The flight was cancelled and the complainant did not get refunded the cost of the ticket.	Sections 55(a)(ii) (b)(v) & 56(1) (2) (a), (d) (e)	The case was consolidated with other Flight540 Limited cases. Ongoing.
320.	Fredrick Bett vs None Electricals	Retail Sector	The complainant bought a Vitron Multimedia speaker system from None electrical, but the equipment developed problems after two days. Upon repair by the supplier, it served him for 5 months and again developed problems. He returned it again for repair but the seller refused to repair despite it being under a one year’s warranty.	Sections 55 (a) (i), (a) (v), (b) (v) & 56 (1) (2) (a) (d) (e) & 63 (1) (d) & 64 (1)	The complainant was refunded purchase amount. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
321.	Siambe Bonaventure Odiyo Vs Mogo Auto Limited	Finance Services	The complainant entered into an asset financing arrangement with the accused. After conclusion of the deal, the accused changed terms of the facility from Kenya Shilling to US Dollars without consent from the complainant.	Sections 55(a)(ii) b(i) & 56(1) (2) (a), (b), (d) (e), (3) (4).	Ongoing
322.	Martin Kamau Vs Jumia Kenya Limited		The complainant placed an order online for a phone. The package that was delivered was an old model Samsung phone. Further, the phone was used and had contact blurred photos taken using the same phone. He contacted the accused, the package could not be accepted citing its condition.	Sections 55 (a)(i); & 56(1) (2) (a), (b), (d) (e)	Ongoing
323.	Sophia Rawlinson Vs Fly 540	Aviation	The complainant alleged that they were due to fly from Nairobi to Malindi and paid KES. 17,650. Her flight was cancelled and no refund was forthcoming.	Sections 55(a)(ii) & 56(1) (2) (a), (d) (e)	Ongoing
324.	John Gershon vs Mogo Microfinance	Financial services	The complainant alleged that the accused sold his car at a lower price and failed to inform him as agreed and further the loan was not cleared.	Section 56(1)(2)(a) (c) (d)	Ongoing
325.	Fabio Melloni vs Fly 540	Aviation	The complainant booked a flight with Fly 540 from Malindi to Lamu. The flight was canceled and he was not refunded.	Section 55 (a) (ii), 56 (1) (2) (a) (d) (e)	Ongoing
326.	Sophia Waithera Vs East African Airline	Aviation	The complainant paid for flight tickets from Nairobi to Diani. The flight was cancelled but the accused did not refund or compensate the complainant.	Sections 55(a)(i) & (iii) & 56(1) (2) (a), (d) (e).	The complaint was consolidated in the complaints against the accused. Case ongoing.
327.	Mukoya Mwairumba vs CIC Insurance	Financial services (Insurance)	The complainant had saved with CIC under the educational empowerment policy which fell mature but the accused failed to pay the matured amount (KES 422,840).	Sections 55 & 56	Ongoing



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
328.	CAK vs Naku Modern Feeds	Manufacturing	The Authority initiated suo moto investigations into the flour by Naku in relation to product safety.	Sections 55 & 56&, 59	Ongoing
329.	CAK vs Trufoods	Food manufacturing	The Authority initiated suo moto investigations into the Zesta product in relation to product safety.	Sections 55 & 56, & 59	Ongoing
330.	CAK vs Nakuru Grain Millers	Food manufacturing	The Authority carried out investigations into the safety of the accused's maize flour products in the market, specifically on the levels of aflatoxin in the products.	Sections 55 & 56	Ongoing
331.	Carol Valerie vs East African Airways	Aviation	The complainant's flight was cancelled and her refund was delayed.	Sections 55 (b) (v) & 56 (1) (2) (a) (d) & (e)	Ongoing
332.	Shivam Chauhan vs Fly 540	Aviation	The complainant alleged that the airline cancelled his flight and failed to process refund even after indicating that the same would be done.	Sections 55(a)(ii), 56(1), (2) (a), (d) (e)	Ongoing
333.	Teckla Mwasaru and APA Insurance	Insurance	The complainant alleged that the accused failed to honor her insurance claim.	Sections 55(b)(v), 56(1), 56(2) (a)(b)(c) (e)	Ongoing
334.	Irene Sanjuan vs Fly 540	Aviation	The complainant bought a return ticket from Fly 540 for a flight from Nairobi to Malindi. However, the flight was cancelled and she was not refunded.	Sections 55 (a) (ii) ,& 56 (1) (2) (a) (d) (e)	Ongoing
335.	CAK vs Sesia Honey	Manufacturing	The Authority initiated suo moto investigations into the Sesia Honey in relation to product safety.	Sections 55 and Section 56, 59	Ongoing
336.	Khilesh Shah Vs Fly 540 & East African Airways	Aviation	The complainant's flight was canceled and his refund was delayed.	Sections 55(a)(ii) (v), and 56 (1) (2) (a),(b) (d) & (e)	Ongoing
337.	Ivo Stefan Vs Fly 540 Ltd	Aviation	The complainant's flight was canceled and his refund was delayed.	Sections 55(a)(ii) (v), and 56 (1) (2) (a),(b) (d) & (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
338.	Martin Mengech Vs Fly 540 Ltd	Aviation	The complainant's flight was canceled and his refund was delayed.	Sections 55(a)(ii) (v), and 56 (1) (2) (a),(b) (d) & (e)	Ongoing
339.	Dan Morland Vs Fly 540 Ltd	Aviation	The complainant's flight was canceled and her refund was delayed.	Sections 55(a)(ii) (v), and 56 (1) (2) (a),(b) (d) & (e)	Ongoing
340.	Carol Valerie vs East African Airways	Aviation	The complainant's flight was cancelled and her refund was delayed.	Sections 55 (b) (v) and 56 (1) (2) (a) (d) & (e)	Ongoing
341.	Emelda Kaimenyi Vs East African Airways	Aviation	The complainant's flight was canceled and her refund was delayed.	Sections 55(a)(ii), (b)(v), and 56 (1) (2) (a), (d) (e)	Ongoing
342.	Kibet Chebii Vs Juhudi Kilimo	Financial Service	The complainant alleged that he took loan of KES 1,358,000. When he requested for the statement, he was not given.	Sections 55(a)(ii)(b) (ii) & 56(3)(4)	Ongoing
343.	Esther Musau Vs East African Airways	Aviation	The complainant's flight was canceled and her refund was delayed.	Sections 55(a)(ii) (v), and 56 (1) (2) (a),(b) (d) (e)	Ongoing
344.	Ivy Kimutai Vs Trewrld	Wholesale and Retail	The complainant alleged she replaced the phone display after she was convinced that the original could cost KES 45,000. However, it displayed an error after replacement.	55(a)(i)(ii) (iii)(iv)(b) (v), & 56 (1)(2)(a)(b) (c) & (e)	Ongoing
345.	Barengere Cavalier Vs East African Airways	Aviation	The complainant booked a ticket on East African Airways on 15 <sup>th</sup> June 2022, from Lamu to Wilson, for 67 USD (64,69 EUR). The flight was canceled by East African Airways on 14 <sup>th</sup> October, 2022. The accused failed to refund the complainant despite engaging them in many emails.	Sections 55(a)(ii) (v), and 56 (1) (2) (a),(b) (d) (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
346.	CAK Vs Greenforest Foods Ltd	Manufacturing	The Authority carried out investigations in the honey sub-sector to establish compliance with the requirements of KS EAS 36: 2020 (Honey- Specification Standard). The accused was found to have supplied a product in the market that had unsubstantiated claims on its label.	Sections 55(a)(i) and 60(1)	Ongoing
347.	CAK Vs Dabur India Limited (Dabur Honey)	Manufacturing	The Authority carried out investigations in the honey sub-sector to establish compliance with the requirements of KS EAS 36: 2020 (Honey- Specification Standard). The accused was found to have supplied a product in the market that had unsubstantiated claims on its label.	Sections 55(a)(i) and 60 (1)	Ongoing
348.	CAK Vs Trofina Food (Middles East) FZC. L.L.C (Organa Honey)	Manufacturing	The Authority carried out investigations in the honey sub-sector to establish compliance with the requirements of KS EAS 36: 2020 (Honey- Specification Standard). The accused was found to have supplied a product in the market that had unsubstantiated claims on its label.	Sections 55(a)(i) and 60(1)	Ongoing
349.	CAK Vs Hero NFIs (Vitrac Clover Honey)	Manufacturing	The Authority carried out investigations in the honey sub-sector to establish compliance with the requirements of KS EAS 36: 2020 (Honey- Specification Standard). The accused was found to have supplied a product in the market that had unsubstantiated claims on its label.	Sections 55(a)(i) and 60(1)	Ongoing
350.	CAK vs Honey Care Africa Ltd (BeeKeep-ers Honey)	Manufacturing	The Authority carried out investigations in the honey sub-sector to establish compliance with the requirements of KS EAS 36: 2020 (Honey- Specification Standard). The accused was found to have supplied a product in the market that had unsubstantiated claims on its label.	Sections 55(a)(i) and 60(1)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
351.	Elizabeth Naamara vs East African Airways	Aviation	The complainant's flight was cancelled and her refund was delayed.	Sections 55 (b) (v), and 56 (1) (2) (a) (d) & (e)	Ongoing
352.	CAK and Smart Lady Cosmetics, Kisii	Manufacturing	The Authority initiated sector wide investigations in the cosmetics sub-sector.	Scheduled for testing	Ongoing
353.	Vincent Malava Vs Mwananchi credit	Finance service	The complainant alleged he took a loan of KES 539,00 being the principal amount and 491,744.00 being the interest. However, on the same date when he took the same loan, interest due was KES 32,340.00	Sections 55(a)(ii) (b)(i) & 56(1)(2)(a) (c)(d), (3)(4)	Ongoing
354.	Cyril Ingoyi Vs Elink Network Home Fibre	Information and Telecommunications	The complainant alleged that he purchased internet service amounting KES 1,999.00 from Elink Home Fiber on 21 <sup>st</sup> May, 2023 for internet. This was after being promised that services would be available around Kasarani area and if he decided to move to a different apartment within the Kasarani area, he would still access the service. However, the accused could not avail the service when the complainant moved to the other apartment within Kasarani.	Sections 55 (a)(ii), (v) & 56 (1) (2) (a) (d)(e)	Ongoing
355.	CAK vs Jambo Honey	Manufacturing	The Authority initiated suo moto investigations into the Jambo Honey products. The products require testing, prioritized for this financial year.	Sections 55 and 56	Ongoing
356.	CAK vs Dryland Kitui Honey	Manufacturing	The Authority initiated suo moto investigations into the Dryland Kitui Honey products. The products require testing, prioritized for this financial year.	Sections 55 and 56	Ongoing
357.	CAK vs Kamaki Kitui pure honey	Manufacturing	The Authority initiated suo moto investigations into the Kamaki Kitui Pure Honey products. The products require testing, prioritized for this financial year.	Sections 55 and 56	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
358.	William Njogholo Lenjo vs Fly540	Aviation	The complainant had booked a flight with Fly540, which was canceled at the last minute. He sought to be refunded his money.	Sections 55(a)(ii) 56(1),(2) (a),(d) (e)	Ongoing
359.	Jackson Mureithi vs Faulu Bank	Financial Services (Microfinance)	He took a loan of KES 350,000 from Kapenguria Faulu Micro Finance Branch on 24 <sup>th</sup> October 2019, which was to be repaid for 18 months at monthly installments of KES 24,827.00. The country was hit by COVID-19 pandemic that affected the productivity of businesses, hence he was on default. The loan continued to attract punitive interest rates and penalties. He requested that they calculate the correct amount owed for payment but they declined to restructure the loan.	Sections 55(b) (i) , 56 (1)(2) (a), (c) (d).	Ongoing
360.	Haron Njoroge vs Fly 540	Aviation	The complainant's flight was cancelled and her refund was delayed.	Sections 55 (b) (v), and 56 (1) (2) (a) (d) (e)	Ongoing
361.	Richard Asiyo vs Fly 540	Aviation	The complainant's flight was canceled and his refund was delayed	Sections 55(a) (ii), & 56 (1) (2) (a) (d) (e)	Ongoing
362.	Brian Kamau vs Fly 540 Ltd.	Aviation	The complainant bought a ticket from Fly540 but the flight was canceled without a refund.	Sections 55(a) (ii),(b)(v), 56(1),(2) (a), (d) &(e)	Ongoing
363.	Selina Rua vs Fly 540 Ltd.	Aviation	The complainant's Fly 540 ticket from Nairobi to Mombasa was cancelled without a refund.	Sections 55(a) (ii),(b)(v), 56(1),(2) (a), (d) &(e)	Ongoing
364.	Mary Mshai Mwarangi vs Faulu Microfinance	Financial	The complainant got a top up loan from Faulu Bank but the crediting that was made was less than what she applied for; which she declined and asked them to cancel. They, however, ignored her request.	Sections 55 (a) (ii) & (b) (v) 56 (1) (2) (a) & (d)	Ongoing



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
365.	Pinter Michael and others vs Fly 540	Aviation	The complainant's flight was canceled and his refund was delayed	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
366.	Muriithi M'Nkirichia vs Fly 540	Aviation	The complainant's flight was canceled and his refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
367.	Peter Korir vs Fly 540	Aviation	The complainant's flight was canceled and his refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
368.	Muraguri Alice and 8 others(Mimak Travel) vs Fly 540	Aviation	The complainant's flight was canceled and their refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
369.	Sammy musyoka vs Fly 540	Aviation	The complainant's flight was canceled and his refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) (e)	Ongoing
370.	Path International tours and travel company vs Fly 540	aviation	The company booked flights for their customers. The flights were canceled and their refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) (e)	Ongoing
371.	Mantra Marketing and Travel Limited vs Fly 540	Aviation	The company booked flights for their customers. The flights were canceled and their refund was delayed.	Sections 55(a) (ii),& 56 (1) (2) (a) (d) (e)	Ongoing
372.	Archers Travel vs Fly 540	Aviation	The company booked flights for their customers. The flights were canceled and their refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
373.	James Shikuku vs Kenya Airways	Aviation	The complainant alleged that he was denied boarding by Kenya Airways on his flight to Lubushashi, Congo.	Sections 55(a)(ii),c, 55(b)(v) d, 56(1) 56(2)(a)(d) and ( e)	The complainant was issued with a refund voucher by Kenya Airways and the case concluded.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
374.	Phoenix safari Limited	Aviation	The company booked flights for their customers. The flights were canceled and their refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
375.	Travel affairs limited vs Fly 540	Aviation	The company booked flights for their customers. The flights were canceled and their refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
376.	Yeyuka Africa Tours vs Fly 540	Aviation	The company booked flights for their customers. The flights were canceled and their refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) (e)	Ongoing
377.	Marhaba Travels limited vs Fly 540	Aviation	The company booked flights for their customers. The flights were canceled and their refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
378.	Travel Wise kenya vs Fly 540	Aviation	The company booked flights for their customers. The flights were canceled and their refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
379.	Elizabeth Naamara vs East African Airways	Aviation	The complainant's flight was cancelled and her refund was delayed.	Sections 55 (b) (v), and 56 (1) (2) (a) (d) & (e)	Ongoing
380.	Monica Chaika vs Qualifan Electronics	Wholesale and retail	The complainant who is based in Malawi, purchased an iPhone from Qualifan electronics. That after making the payment, she was subjected to unreasonable costs that had not been revealed to her.	Section 55(a)(ii)	Ongoing
381.	Phedor Mundia vs NCBA	Financial Services	The complainant alleged that the accused was running misleading advertisements in which they claimed that the process of getting asset financing approval from them would take only 15 seconds. He further alleged that it took him more than 4 weeks to get the approval.	Sections 55(a)(ii), 56(1)(2) (d).	Ongoing
382.	Chantal Rufo vs Fly 540 Limited	Aviation	The complainant booked a flight at the cost of KES 6,540; but the accused failed to provide a flight on the scheduled date and further failed to refund her money.	Sections 55(a)(ii), 56(1), (2) (a), (d), (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
383.	Magnate Ventures vs CMC Motors Ltd	Motor service industry	The complainant purchased a vehicle at a cost of KES 11,508,000. During purchase, the complainant was informed that the spare parts would be readily available. However, when the vehicle was involved in an accident, the accused failed to provide the spare parts, prevented the complainant from sourcing the spare parts independently and failed to release the motor vehicle or compensate them for their loss.	Sections 55 (b) (ii), 57 (1), (2) (a) (b) (d) (e) (i) (j) (k)	Ongoing
384.	Richard Oriwo vs Royal Mabati Factory Limited	Manufacturing	The complainant purchased iron sheets at a cost of KES 70,600 in an arrangement where he was to pay for the iron sheets in instalments. The accused failed to deliver the iron sheets as agreed.	Sections 55(a)(i), (b) (i),(b)(v), & 56(1),(2) (a),(d) & (e)	Ongoing
385.	John Mugo Kinuthia v Faulu Bank	Financial	The complainant took a loan of KES 4,500,000 of 23% on the reducing balance per annum. The bank demanded payment of debt collection fees as a condition to release the title to the charged property. However, the complainant was not informed about the charges prior to signing the loan documents.	Sections 56(1),(2) (a), (b), (c), (d) and (3), (4)	Ongoing
386.	Muthaiga Travel vs Fly 540	Aviation	The company booked flights for their customers but the flights were canceled and their refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
387.	Margaret Ndehi vs East African Airways	Aviation	The complainant's flight was canceled and her refund was delayed.	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
388.	Said Mohamed vs Shiriki Magic	Manufacturing	The complainant alleged that the accused was changing labels from expired jars containing coffee.	Sections 55(a)(iii) and 56 (1) (a)(d)	Ongoing
389.	Competition Authority of Kenya vs Marico Ltd	Manufacturing	The Authority conducted mystery shopping on Parachute cooking oil labelling (100% pure coconut oil claim).	Sections 55 (a) (i) & (v)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
390.	Competition Authority of Kenya vs FLY540	Aviation	The Authority received a rising number of consumer complaints against Fly540 on flight cancellations and delayed refunds and initiated investigations after a market screening flight cancellation.	Sections 55 (a) (ii) & (b) (v) and 56 (1), (2) (a) (d) & (e)	Ongoing
391.	Kendi Kimaita Vs Fly 540 Ltd	Aviation	The complainant paid KES 28,220 for four flight tickets. She later discovered that the airline was no longer in operation.	Sections 55(a)(ii)(v) and 56(1) (1)(2)(a), (b), (d)	Ongoing
392.	Musa Mohamed vs Fly 540	Aviation	The accused cancelled the complainant's flight and delayed his refunds.	Sections 55(a) (ii), (b) (v), & 56(1), (2) (a), (2)(d) (e)	Ongoing
393.	George Byrd vs Fly 540	Aviation	Fly 540 cancelled two passengers' tickets, one from Nairobi to Malindi and another from Nairobi to Lamu. No refund for the two tickets was issued.	Sections 55(a)(ii) (b)(v), & 56(1), (2) (a), (d) (e)	Ongoing
394.	Ahmed Nasheed vs Eagle Link Flowers Limited	Wholesale and Retail	The complainant paid KES 220,324 (USD 1,864.50) for the shipment of flowers. The accused did not provide the shipment address and was non-responsive.	Sections 55(a)(ii) 56 (1) (2) (a), (d), and (e)	Ongoing
395.	Dickens Otieno Vs Sarah Osewe	Retail	The complainant alleged that he ordered school uniforms for his daughter and paid KES 2,750.00. However, he was given a shirt instead of a blouse.	Sections 55(a)(i),(b) (v) and 56(1)2) (a), (b) & (d)	Ongoing
396.	Eugene Ondiwa vs Fly 540 Ltd	Aviation	The complainant's flight was cancelled and her refund was delayed.	Section 55 (b) (v), and 56 (1) (2) (a) (d) (e)	Ongoing
397.	Haron Njoroje vs Fly 540	Aviation	The complainant's flight was cancelled and her refund was delayed.	Sections 55 (b) (v), & 56 (1) (2) (a) (d) (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
398.	Joseph Emojong Vs Fly 540	Aviation	The complainant booked a flight with Fly 540 from Lodwar to Nairobi. However, the flight was cancelled and he was not refunded.	Sections 55 (a) (ii) & 56 (1) (2) (a), & (d)	Ongoing
399.	Muna Omar Vs Fly 540	Aviation	The Complainant bought a ticket with Fly 540 from Nairobi to Mombasa, but the flight was cancelled and she was yet to be refunded at the time of reporting.	Sections 55 (a) (ii) & 56 (1) (2) (a), (d) & (e)	Ongoing
400.	Francis Kimani vs Mwananchi Credit Limited	Financial services	The complainant took a loan of KES 600,000.00. He was informed that if he opted for an early settlement after servicing the loan for six months, he would only be required to pay the outstanding principal balance without any additional interest. However, when he informed the accused of his intention to clear the balance after servicing the loan for 9 months, the accused changed the terms and issued him an early settlement statement that contained exorbitant amounts.	Sections 55(a) (ii), (b)(i), & 56(1),(2) (a) (b) c (d) (3) (4)	Ongoing
401.	Neville Omangi vs Equity Bank	Financial services	The complainant alleged that the accused had introduced a mandatory SMS Alert charge of KES 2.26 without giving him any prior notification and further, the bank denied consumers the choice of opting out of the service.	Section 56 (2) (a), (b) (c) (d)	Ongoing
402.	William Ikamba vs Equity Bank	Financial Services	The complainant alleged that the accused had introduced unilateral SMS alert charge of KES 2.26 without giving consumers the choice to opt out of the SMS alert service.	Sections 56 (1) (2) (a), (b) (c) (d)	Ongoing



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
403.	Emmanuel Matara vs H&K Autobox Limited	Retail	The complainant purchased a car worth KES 1,700,000.00. He alleged that the accused withheld a substantial amount of the insurance premium that he paid to them for onward transmission to Monarch Insurance. His car was involved in an accident and he discovered that the car had been under-insured for a value of KES 1,200,000.00 instead of KES 1,600,000.00, leading him to suffer loss.	Sections 55 (a) (ii), & 56(1),(2) (a) (d)	Ongoing
404.	Nick Midwa vs Kiswah Trading Limited	Retail	The complainant purchased a second-hand lorry and while driving it, he noticed a check engine light was on. He took the vehicle for repairs and was informed that he has to buy a new engine. When he notified the accused, he denied any responsibility and insisted that they could not incur any further cost with regard to the lorry.	Sections 55(a)(i), & 56(1) (2) (a), (d)	Ongoing
405.	Manji Food Industries (Christopher Nzio-ka) Vs Co-operative Bank Ltd	Financial Services	The complainant alleged mismatch in the payment of its invoice by the accused.	Section 56 (1) (2) (a) (b) (d) (e)	Ongoing
406.	Daniel Ngamate Vs Umoja Shop-Ongata Rongai	Retail Sector	The complainant alleged withholding of excess consideration paid for a purchase from the accused's premises.	Section 56 (1) (2) (a) (b) (d) (e)	Ongoing
407.	Arthur Agina vs Mogo Microfinance	Financial services (Microfinance)	The complainant alleged that Mogo Microfinance unilaterally changed the agreed interest rates on his loan, compelling him to pay interest on existing dollar rates.	Sections 55(a)(ii) (b)(i), & 56(1) (2) (a),(b) (d),(3) (4)	Ongoing
408.	Lynette Mwangi VS East African Airways	Aviation	The complainant booked a return ticket with East African Airways from Nairobi to Diani. The flight was cancelled and the airline promised to refund but was yet to do so.	Sections 55 (a) (ii) (b) (v) & 56 (1), (2) (a), (d) (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
409.	Samuel Karanja vs Jemamwe Car Hire	Retail	The complainant hired a car for two days from Jemamwe Car Hire Services. He however was unable to drive the car and sought a refund. Jemamwe Car Hire promised to refund within 24 Hours but was yet to do so.	Sections 55 (a) (ii) (b) (v) & 56 (1) (2) (a) (d) (e)	Ongoing
410.	Dennis Okoth Vs Royal Mabati	Manufacturing	The complainant purchased iron sheets worth KES 47,000.00 which were not delivered.	Sections 55(a)(ii), (b)(v), & 56(1), (2) (a), (d), (e)	The complainant was refunded and the matter was closed.
411.	Pharis Michuki vs Lightbell Enterprises	Retail	The complainant bought a Bost brand car battery from LightBell Enterprises. The battery developed problems and he returned it to the supplier Shop Maxxis Tyres and was asked to top up with some amount to get replacement but was later informed that the battery brand was not available. He was given a lower quality battery which he declined.	Sections 55 (a) (i),(ii) (b) (v), 56 (1) (2) (a) (c) (e) and 63 (d)	Ongoing
412.	Shadrack Korir vs Web Expert Solution Ltd	Technology	The complainant alleged that Web Expert Solution Ltd failed to deliver the website service as agreed instead they provided an academic writing website instead of an article writing website.	Sections 55(a)(ii), & 56 (1) (2) (a) (b)(d) (e)	Ongoing
413.	Iris Schults vs Fly 540 Ltd	Aviation	The complainant bought a Fly 540 ticket which was later canceled on a refund promise of 21 days. However, even after the lapse of seventy-four (74) days, a refund had not been effected.	Sections 55 (a) (ii) & (b) (v) & 56 (1) (2) (a) & (d)	Ongoing
414.	Catherine Oganga vs Istreet Kenya	Wholesale and retail	The complainant purchased a brand new phone from Istreet Kenya, however, the phone was defective and the accused refused to resolve the matter.	Sections 55 (a)(i) (b)(v) & 56(1), (2) (a)(d)&(e)	Ongoing
415.	Gibson Mwenda vs Mwananchi Credit Limited	Financial services (Microfinance)	The complainant alleged that Mwananchi Credit Limited unilaterally introduced additional fees; which exponentially increased the loan amount, making it impossible for him to repay, and threatened to sell the loan collateral.	Sections 55(b)(i), & 56(1),(2)(a) (b),(d), (3) (4)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
416.	Makuba Xavier vs Kencom Sacco	Financial services (Sacco)	The complainant, a member of the Kencom SACCO Society Limited, officially sought withdrawal of membership and gave Kencom a sixty (60) day notice as per the by-laws of the society but the SACCO refused to refund his deposits.	Sections 55(a) (ii),(b)(v), & 56(1) (2)(a) & (d)	Ongoing
417.	Mary Waititu vs East African.com	Aviation	The complainant purchased a Flight ticket from Nairobi to Lamu. The flight was canceled without a refund.	Sections 55(a) (ii) (b)(v), 56(1), (2) (a), (d) and (e)	Ongoing
418.	Peter Njeru Namu v Baron Capital	Financial	The complainant took a loan from the accused. The complainant alleged that the interest rate charged by the accused was not agreed on by the parties. He sought the Authority's intervention to be refunded the excess amounts paid.	Section 56(1),(2) (a), (d) (e)	Ongoing
419.	Scoller Otieno vs Naivas Limited	Wholesale and retail	The complainant noted that she bought expired amigos snacks from Naivas Capital Centre.	Section 55(a)(i) and 59 (i)	Ongoing
420.	Monica Chaika vs Qualifan Electronics	Wholesale and retail	The complainant who is based in Malawi, purchased an iPhone from Qualifan Electronics. After making the payment, she was subjected to unreasonable costs that had not been revealed to her.	Section 55(a)(ii)	Ongoing
421.	Tiffany Wangui vs Mogo Microfinance	Financial Services (Micro finance)	The complainant alleged that he had been subjected to unreasonable interest rates by the microfinance and made to pay for interest for the entire loan term; when he opted for early repayment.	Sections 55(a)(ii), (b)(i), & 56 (1) (2) (a)(b)(d)	Ongoing
422.	Competition Authority of Kenya vs Marico Ltd	Wholesale and Retail	The Authority conducted a mystery shopping on Parachute cooking oil labeling with a claim of '100% pure coconut oil'.	Sections 55 (a) (i) (v)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
423.	Rohit Mederatta vs Glovo	E-commerce	Complainant alleged that when paying to the accused by card, the amounts were usually debited immediately. If the products were not available, refunds were not being made.	Sections 55(a) (ii), and 56(1),(2)(a) & (d)	Ongoing
424.	Alphonse Esilo Omarana Vs Rentco Ltd	Financial Services (Microfinance)	The complainant alleged that he leased a car from the accused, who later seized it and sold it.	Section 56 (1) (2) (a) (b) (d) and (e)	Ongoing
425.	Erick Nyandia vs Xtigi	Wholesale and retail	The complainant alleged to have purchased a tablet from the accused. Upon return to the accused, it was not repaired under warranty due to the unavailability of spare parts.	Sections 55 (a)(i) (ii),(v),(b) (ii), & 56(1), (2) (a)(b)(d) (e), & 63(1)(d), & 64(1).	Ongoing
426.	Dennis Obonyo against Skyward Express	Aviation	The complainant alleged demand of additional charges by the accused for a change of route of travel.	Sections 55 (a) (ii) (b) (v) and 56 (1) (2) (a) (b) (d) (e)	Ongoing
427.	Sanjay Kananu against Mwananchi Credit	Financial Services	The complainant alleged an inflated interest rate by the accused on his loan which he had since offset.	Section 56 (1) (2) (a) (b) (d) (e)	Ongoing
428.	Mariam Mukami against Mogo Auto	Financial Services	Complainant alleged unfair treatment by the accused related to a lump sum amount she used to offset her loan.	Section 56 (1) (2) (a) (b) (d) (e)	Ongoing
429.	Saul Maleya against Unilever Kenya Ltd	Manufacturing	The complainant alleged that the accused party sold him a product without a corresponding spare-part in the market.	Sections 55 (a) (v) (b) (ii) & 56 (1) (2) (a) (e)	Ongoing
430.	Zachary Ng'ang'a vs Impala Downtown	Retail Sector	The Complainant bought two Tie Rod ends for BMW from Impala Downtown Ruaraka Branch. He later found that the rods were defective but upon returning them, the seller refused to replace them on claims that when leaving they were not defective.	Sections 55 (a) (i), (ii), (v), (b) (v) & 56 (1) (2) (a) (d) (e) 63 (1) (d) & 64 (1)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
431.	Kagituju Kajigi vs Star Times	Telecommunications	The complainant subscribed to Star Times NYOTA bouquet, and even after renewing the subscription, the service was terminated only to realize he was upgraded to a higher-cost bouquet without his consent.	Sections 55(a) (ii) , (a) (v) , (b) (v), 56(1) (2)(a) (d) & ( e)	Ongoing
432.	Clinton Sichemo vs Kilimall Shop	E-commerce	The complainant bought a refurbished phone from Kilimall Shop, which failed to deliver within the stipulated timeline. It was later delivered but the phone's charging system was defective.	Sections 55 (a) (ii), (b) (v), & 56 (1) (2) (a) (d) (e) & 63 (1) (d) 64 (1)	Ongoing
433.	Samuel Karanja vs Armco Kenya	Retail Sector	The complainant bought a TV advertised to have Bluetooth features but later, he discovered it did not have the said features.	Sections 55 (a) (i), (v), (b) (v), & 56 (1) (2) (a) (d) (e)	Armco redressed the issue by issuing the complainant with a Bluetooth-enabled TV. The case was closed.
434.	Mr. Keke vs Phone engineer	Retail Sector	The complainant took his phone for a software repair. However, the phone engineer held on to his phone and was issuing threats to him and his family.	N/A	The complainant was advised to pursue the matter with the DCI. The case was closed.
435.	Nicholas Mulinge vs Mwananchi Credit	Financial services	The complainant claimed that he took three logbook loans amounting to KES 10, 000, 000 from Mwananchi credit in 2020 and used his two vehicles as collateral. Even though he had paid the loan, Mwananchi credit disposed of his assets without prior notice.	Sections 55 (a) (ii) 56 (1) (2) (a) (d) & (e)	Ongoing
436.	Ishmael Kingori Mwangi vs Mwananchi Credit Ltd	Microfinance	The complainant took a car loan from Mwananchi Credit Ltd, which he faithfully paid. He always informed them when he delayed but the company kept increasing the loan interest without his knowledge.	Sections 55 (a) (ii), (b) (i) and 56 (1) (2) (a) (c) (d) (e)	Ongoing



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
437.	Fred Kh-aoya Joseph vs Mogo Microfinance	Microfinance	The complainant took a loan with Mogo Microfinance to purchase a motorbike. The motorbike was later repossessed despite him paying the loan.	Section 56 (1) (2) (a) (d) (e)	Ongoing
438.	Erick Ambuche vs Swiss resort ventures	Hospitality	The complainant alleged that he bought Minute Maid drink from Swiss Resort Ventures but upon checking the expiry date, he discovered that it was expired. He informed the management but no redress was given.	Sections 55 (a) (i), (b) (v), 56 (1) (2) (a) (b) (d) and 59	Ongoing
439.	George Kyalo vs Fly 540	Aviation	The complainant bought a flight ticket with Fly 540 from Nairobi to Mombasa but the flight was cancelled. His efforts to get a refund had failed.	Section 55 (a) (ii), 56 (1) (2) (a) (d) (e)	Ongoing
440.	Geoffrey Omondi vs Royal Mabati Ltd	Manufacturing	The complainant bought iron sheets from Royal Mabati but upon checking their website, he noted that there were many complaints of non-delivery and he requested to be refunded. By the time of reporting, no refund had been done.	Section 56 (1) (2) (a) (b) (d) and (e)	Ongoing
441.	Florence Ntinyari vs Premier Credit Ltd	Microfinance	The complainant borrowed a loan from Premier Credit Ltd which was to be paid through check off. She tried to pay off the loan but Premier Credit Ltd was not cooperating and she felt that the company was intentionally retaining her.	Section 56 (1) (2) (a) (b) (d) and (e)	Ongoing
442.	Lia Behlert vs East African Airways	Air Transportation	The complainant alleged that she booked a flight with East African Airways from Lamu to Nairobi. However, the company cancelled the flight two (2) days prior the travelling date.	Section 55(a) (ii), 56(1) (2)(a) (d) & (e)	Ongoing
443.	Mark Mutitu vs Fly 540	Air Transport	The complainant alleged that he booked a return ticket with Fly 540 but the flight was cancelled and he was promised a refund after 21 days by the airline which was not effected.	Section 56 (1) & (2) (a) and (d)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
444.	Walter Omoro vs Bidii Credit	Financial Sector	The complainant indicated that an officer from Bidii credit marketed to him an unsecured loan which he applied for at an interest rate of 7.5 % and a 6 months' repayment period. However, he noted that the loan had hidden charges that were not disclosed on the loan contract.	Sections 55 (a) (ii) 56 (1) (2) (a) (c) (d) & (e), (3) and 56 (4)	Ongoing
445.	Charles Adingo vs Kilimall	E- commerce	The complainant ordered for a mobile phone from Kilimall which was not delivered.	Sections 55 (a) (ii) (b)(v), & 56 (1) (2) (a) (d) (e)	Ongoing
446.	Vincent Malava vs Mwananchi Credit	Financial	The complainant alleged that his loan was overstated within twenty three (23) days from 751, 000 to 887, 000 without any explanation.	Sections 55 (a) (ii), (b) (i) and 56 (1) (2) (a) (c) (d) and (e)	Ongoing
447.	Farhaan Rana vs Fly 540	Aviation	The complainant bought tickets from the accused but the flight was cancelled and the refund was yet to be effected.	Sections 55 (a)(ii) & (b)(v) & 56 (1) (2) (a) & (d)	Ongoing
448.	Andrew Mwangi vs Mkopa	Retail Sector	The complainant purchased an Mkopa TV which later developed problems. When he returned it, the company replaced it with a refurbished one, contrary to the information given by customer care agent that the TV was original.	Sections 55 (a) (i), (ii), (iii) (v), 56 (1), (2) (a), (b) and (e)	Ongoing
449.	Justus Ketitu Vs Super Tank	Retail Sector	The complainant claimed to have purchased two water tanks from Super Tank which were note of the right quality. The company refused to refund or replace them.	Sections 55 (a) (i), (ii), (iii) (v), & 56 (1), (2) (a), (b) (e)	Ongoing
450.	Mercy Kiarie vs Mbao Masters	Retail	The complainant bought a 3-seater dining table from Mbao Masters; which was delivered. Additionally, the firm refused to refund her deposit.	Sections 55 (a) (ii), (b)(v) and 56 (1) (2) (a) (d) (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
451.	Alphred Manyala vs Ethiopian Airline	Aviation	The complainant bought Ethiopian Airline tickets but was denied boarding on the travel date.	Section 56 (1)(2) (a) (b) (d)	Ongoing
452.	Patrick Okome vs BMG Holdings	Wholesale and retail	The complainant alleged that he purchased a motor bike from BMG holdings and was issued a promotional voucher to redeem fuel at Ola Petrol station. The voucher was not honored by the fuel outlet.	Sections 55(a)(ii), (b)(i),(b) (v) & 56(1), (2) (a)(b) (d)	Ongoing
453.	Ann Waithera vs Majid AL Futtaim	Retail	The complainant alleged that she bought a washing machine from Carrefour Supermarket but realized that the supermarket misrepresented on the price. The supermarket further refused to refund her.	Sections 55 (b) (i), 56 (1) (2) (a) (d)	Ongoing
454.	Charan Singh vs Kenya Airways Plc	Aviation	The complainant alleged that he booked on behalf of his friend, a Kenya airways ticket and an Ethiopian ticket but Kenya Airways denied him to board, since the ticket was not return ticket. He was advised to cancel Ethiopian airline but the ticket was nonrefundable. He requested the Authority to intervene to get his refund.	Section 56 (1) (2) (a) (b) and (d)	Ongoing
455.	Edward Kimotho vs Wefixtech Ltd	Retail	The complainant took his Lenovo Laptop for repair at Wefixtech Ltd but on the collect day, he noticed the lower case damaged. Upon enquiring, they promised to repair but this never happened	Sections 55 (a) (ii), (b) (ii) and 56 (1) (2) (a) (d) & (e)	Ongoing
456.	Erastus Mackenzie vs MP Shah Hospital	Health	The complainant alleged that he was admitted at MP SHAH Hospital which was supposed to use NHIF card for the admission services. When he was due for discharge, the hospital forced him to pay cash and claim later but efforts to recover the cash were futile.	Sections 55 (b), (v) and 56 (1) (2) (a) (b) (d) and (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
457.	Anthony Nderitu vs Kenya Commercial Bank	Financial Services	The complainant secured a credit facility of KES 240,000.00. However, he was charged debit interest of KES 8,857.00 and late payment interest fees of KES 12,724.00 based on billing and repayment cycles; that had not been explained to him before taking the credit facility.	Sections 55(a)(v), 56(1)(2)(a)(d),(3) and (4).	Ongoing.
458.	Georgina Mwangi vs Bloomingdale Planners Limited	Hospitality	The complainant entered into an agreement with the accused for the planning of a bridal shower and a white wedding, at the total cost of KES 754,000.00. She paid a deposit of KES 300,000.00 as per the agreement. However, the accused delayed in commencing the plans for the bridal shower as per the agreed timelines. When the complainant raised her grievances, the accused terminated the contract and declined to make a refund.	Sections 55(a)(i), 56(1)(2)(a), (d), (e).	Ongoing.
459.	Peter Kaata vs Mwananchi Credit Limited	Financial services	The complainant took a loan of KES 2,004,156.00. He requested for an early settlement of the loan but the statements issued to him were erroneous and contained exorbitant charges amounting to KES 473,203.00 which he had not been informed about when taking the loan.	Sections 55(a) (ii), (b)(i), 56(1), (2) (a) (b) (c) & (d) (3) and (4)	Ongoing.
460.	Benjamin Kimani vs Dynamo Digital Limited	Retail	The complainant alleged that he purchased KPLC tokens through the accused's platform; but he did not receive the tokens.	Sections 55, 56(1),(2) (a) (d) & (e)	Ongoing
461.	CAK vs Tamarrio Honey Products Ltd	Manufacturing	The Authority initiated suo moto investigations into the Tamarrio Honey products. The products require testing, prioritized for this financial year.	Sections 55 and 56	Ongoing
462.	CAK vs Makueni Pure Honey Ltd	Manufacturing	The Authority initiated suo moto investigations into the Makueni Pure Honey products. The products require testing, prioritized for this financial year.	Sections 55 and 56	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
463.	CAK Vs Pembe Flour Mills	Manufacturing	The authority carried out investigations into the safety of the accused's maize flour products in the market, specifically on the levels of aflatoxin in the products.	Sections 55(a)(i) and 59 (1)	Ongoing
464.	Samir Dave Vs East Africa Air	Aviation	East Africa Air canceled booking flights for Nairobi's -Wilson Airport to Lamu via Malindi due to operational reasons but no refund was made.	Sections 56(1),(2) (a), (d) and (e)	Ongoing
465.	JME Simekha vs Quickmart Supermarket Nyalenda Branch	Wholesale and Retail	The complainant alleged that the accused was prominently displaying a misleading notice at their entrance that informed consumers that it would only cost them KES 2,999 to refill a 13kg cylinder up to 30 <sup>th</sup> September 2023. However, upon refilling his gas cylinder, he was required to pay KES 3,039 yet the offer period had still not lapsed.	Section 55(a) (ii),(b)(i), 56(1), (2) (a) & (d)	Ongoing.
466.	Kevin Mutugi vs Jumia Kenya	E- Commerce	The complainant purchased a phone from the accused that was indicated as having a 5500MAh battery. However, the phone's battery cannot sustain a full charge for 30 minutes and he felt that the specifications displayed by the accused regarding the battery capacity were false.	Section 55(a) (i), 56(1),(2) (a), (d) & (e)	Ongoing.
467.	James Mbugua vs MKOPA	Wholesale and Retail	The complainant alleged that the accused had declined to unlock his phone even after he had faithfully made payments worth over KES 34,000.00 over a period of 3 years. The accused required him to make an additional payment in order to have the device unlocked whereas he had already paid the full purchase price.	Section 55(a)(ii), (b)(i), & 56(1), (2) (a), (d), (e).	Ongoing.



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
468.	Weldon Kiprotich Lang'at vs Mwananchi Credit	Financial services (Microfinance)	The complainant took a logbook loan of KES 530,000.00 whereby he was required to repay with an interest of KES 333,900.00 inclusive of interest within 18 months, and a tracking fee of KES 20,000.00. The accused disbursed to him KES 428,000.00 and over a period of 14 months, he had managed to repay KES 966,000.00 However, when he requested to clear the loan, the accused issued him a statement with a total outstanding balance of KES 1.8 Million and proceeded to send auctioneers to recover his vehicle worth KES 1.5 Million.	Section 55(a) (ii),(b)(i), & 56(1), (2)(a), (d) (e)	Ongoing.
469.	James Shikuku vs Kenya Airways	Aviation	The complainant alleged that he was denied boarding by Kenya Airways on his flight to Lubumbashi, Congo. He was issued a refund voucher which Kenya Airways occasioned in order to effect.	Section 55(a)(ii),c (b)(v) d & 56(1)(2)(a) (d) & ( e)	The complainant was refunded and the case closed.
470.	CAK Vs Jak Industries Limited	Wholesale and Retail	The Authority carried out investigations in the baby food products sub-sector to establish compliance with the requirements of prescribed product information standards on labeling on pre-packaged Foods-General requirements KS EAS 38:2014. The accused was found to have supplied a product in the market that had unsubstantiated claims on its label.	Sections 55(a)(i) and 60(1)	Ongoing.
471.	CAK Vs Rest Food Products	Wholesale and Retail	The Authority carried out investigations in flour products to establish compliance with the requirements of the prescribed product information standards. The accused was found to have supplied a product in the market that had unsubstantiated claims on its label.	Sections 55(a)(i) and 60(1)	Ongoing.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
472.	CAK vs Trans Sahara Honey	Manufacturing	The Authority carried out investigations in the honey sub-sector to establish compliance with the requirements of KS EAS 36: 2020 (Honey- Specification Standard). The accused was found to have supplied a product in the market that had unsubstantiated claims on its label.	Sections 55(a)(i) and 60(1)	Ongoing.
473.	CAK vs U-Fresh Enterprises Limited	Wholesale and Retail	The Authority carried out investigations in the juices sub-sector to establish compliance with the requirements of the prescribed product information standards. The accused was found to have supplied a product in the market that had unsubstantiated claims on its label.	Sections 55(a)(i) and 60(1)	Ongoing.
474.	CAK vs Alison Products Ltd	Manufacturing	The Authority initiated investigations into claims made by Alison Products. The claims were that sunscreen provides protection against the effects of the Ultraviolet (UV) radiation.	Sections 55 and 60 (1)	The case was held in abeyance until testing service provider is procured.
475.	Evans Gichia vs Mwananchi Credit Ltd	Financial Services	The complainant alleged that the accused refused to return the complainant's logbook and engine documents and demanded irregular payments for car track leasing yet he had not leased any car track from them or their car track suppliers.	Sections 55 (a)(ii), (b)(i) and 56(1), (2) (a)(b)(d) (e) and (3)	Ongoing
476.	Evans Kisaka vs Delphis Stores Limited	E-Commerce	The complainant visited Delphis Limited's online marketing platform and found that Honda Ace Motorbike was priced at KES 100,000.00. He purchased one for which he paid KES 100,000.00 and a delivery fee of KES 3,500.00 totaling to KES 103,500.00. A week later, he was informed that he was supposed to make an additional payment of KES 23,000.00.	Section 55(b)(i), & 56(1) ,(2) (a) (b) (d) & (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
477.	SBM Bank vs William Ochogo	Financial Services	The complainant took a loan of KES 3,500,000.00 with SBM Bank that was repayable in a period of six (6) years. The bank restructured the loan in December 2020 to KES 3,434,887.00, based on a loan statement he received from the bank on 6 <sup>th</sup> May, 2021.	Section 56(1) (2)(a) (b)(d)	Ongoing.
478.	Peris Muyaa vs House of Leather & Gifts	Retail	The complainant purchased a picture frame from the accused at a cost of KES 1,100.00 and inquired whether she could return the frame if it did not fit her picture. However, when she returned the frame, she was required to pick another picture frame or another item in the shop. she could not find another frame or item that she liked, and the accused declined to refund her money.	Sections 55(a) (ii),(b)(v), 56(1), 2)(a) (d) (e)	The accused refunded the complainant and the case was closed. Further, the Authority directed the accused reviews their terms and conditions and removes unconscionable clauses that limited the rights of their customers to obtain a remedy in case they have a complaint regarding the goods they purchase. The case was closed.
479.	Sophia Waithira vs East African Airways	Aviation	The complainant booked a flight with East African Airways from Nairobi to Diani. the flight was canceled and she is yet to be refunded.	Sections 55(a) (ii), 56 (1) (2) (a) (d) & (e)	Ongoing
480.	Mary Mshai Mwarangi vs Faulu Microfinance	Financial Services	The complainant got a top up loan from Faulu Bank but the crediting was less than what she applied for; which she declined and asked them to cancel. They however ignored her request.	Sections 55 (a) (ii) (b) (v) & 56 (1) (2) (a) (d)	Ongoing.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
481.	CAK vs AMKA Products (Pty) Ltd	Manufacturing	The Authority investigated claims made regarding Clere Body Crème which was produced by AMKA Products (Pty) Ltd and was in circulation in the Kenyan market. Specifically, claims on the back label of the product indicated that it helped to keep the skin moisturized and younger looking.	Section 60 (1) & 55 (a) (v)	Ongoing.
482.	Ray Ochieng vs U Fresh	Manufacturing	The complainant alleged that there were some consumable products from Uganda, which were not KEBS certified, that were being sold in the Kenyan market. These products put consumers' health in danger; Specifically, U fresh company limited which was selling U Fresh Juice in small packages at KES 40.00 per 500 ml, whereas a similar Kenyan product was being sold for between KES 70.00 and 100.00.	Section 60 (1) & 55 (a) (v)	Ongoing.
483.	Martin Macharia vs Wheat Flour and Maize Flour Millers	Manufacturing	The complainant alleged that, as per the technoServe baseline study, wheat and maize flour millers in Kenya could have been selling products that were not compliant with the Kenya Bureau of Standards requirements on fortification of Maize and wheat flour.	Section 59(1) (a) and (2)(a)	Ongoing
484.	Simon Kimari vs Faulu Bank	Financial Services (Microfinance)	The accused is alleged to have adjusted the loan repayment installments without notifying the complainant.	Sections 55 (a)(ii), (b)(i) and 56(1), (2) (a)(b)(d) (e) and (3)	Ongoing
485.	Alphred Manyala vs Ethiopian Airline	Aviation	The complainant bought Ethiopian Airline tickets but was denied boarding on the travel date.	Section 56 (1)(2) (a) (b) and (d)	Ongoing
486.	CAK vs Premier Food Industries	Manufacturing	The Authority investigated Premier Food Industries Limited's Peptang Pure African Honey.	Section 60 (1) & 55 (a) (i)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
487.	Milton Likhaya vs Royal Mabati Limited	Retail Sector	The complainant bought iron sheets from Royal Mabati, but the materials were not delivered within the stipulated timeline. RMFL kept on postponing the delivery prompting him to seek a refund.	Section 55 (a) (ii), (b) (v) 56 (1), (2) (a) & (d)	Ongoing
488.	Ashwani Kadanga vs Musungu Technologies	Retail Sector	The complainant bought a multi-port adapter from Musungu Technologies but after two months he discovered that the adapter was faulty. The seller refused to replace the adapter on claims that power consumables cannot be replaced.	Sections 55 (a) (i), (a) (ii), (v), (b) (v) & 56 (1) (2) (a) (d) (e) & 63 (1) (d) & 64 (1)	Ongoing
489.	Nelson Mwongela vs African Capital Limited	Micro finance	The complainant alleged that the accused unilaterally imposed fees and penalties that occasioned the loan amount to increase exponentially.	Section 56(1)(2) (a) (b)(d) ,(3) (4)	Ongoing
490.	Ivo Stefan Vs Fly 540 Ltd	Aviation	The complainant's flight was canceled and her refund was delayed.	Sections 55(a)(ii) (v), and 56 (1) (2) (a),(b) (d) & (e)	Ongoing
491.	Dr. Jackson Ngure vs NCBA Bank Limited	Financial Services	The complainant alleged that NCBA bank forced him to pay a loan facility in USD dollars.	Sections 56 (1),(2) (a), (b) &(d)	Ongoing
492.	CAK and Osho Grain	Manufacturing	Flour Surveillance	Scheduled for testing	Ongoing
493.	Dennis Imonje vs Majid Al-Futtaim	Wholesale and retail	The complainant's order from the accused was incomplete and wanted his money to be refunded.	Sections 55 (a)(ii), 56 (1), 56 (2) (a) (d) and (e)	The accused was refunded and the matter was closed.



No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
494.	Scotney Shitaka against Sir George	Furniture Services	The complainant alleged delays in reconstructing a bed.	N/A	The Authority analyzed the matter and established that it would be addressed effectively under the penal codes, chapter 63 of the law of Kenya. The matter was therefore referred to the National Police Service. The case was closed.
495.	Robert Theuri against Co-operative Bank	Financial Services	The complainant alleged withholding of moratorium and insurance fees by the accused.	N/A	The matter did not fall within the mandate of the Authority. The case was closed.
496.	Alice Achieng' against Samsutech, Makarim and Quality Fix	Electronics	Complainant purchased a microwave with warranty terms and conditions relevant to the accused parties.	Sections 55 (b) (v), 56 (1) (2) (a) (d) (e) and 64(1)	Ongoing
497.	Philomena Onsongo vs Fly 540	Air Transport	The complainant bought return tickets from fly 540 for flights scheduled for 21 <sup>st</sup> October, 2022 and 24 <sup>th</sup> October, 2022 respectively. The flights were cancelled but she was yet to be refunded.	Sections 55(a) (ii) (b) (v) 56 (1) (2) (a) (d) & (e)	Ongoing
498.	George Maumo vs Alice Kinuthia	Retail	The complainant alleged that the accused delivered a fake mobile phone.	N/A	The complainant failed to provide additional information as requested and later opted to withdraw the case. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
499.	Irene Makena vs Royal Mabati	Manufacturing	The complainant made an order for roofing materials from Royal Mabati Ltd which were not delivered for more than nine months (9 months)	Sections 55(a)(ii), (b)(v) & 56(1),(2) (a), (b), (d) (e)	Ongoing
500.	Niyam Shah Vs Fly 540	Aviation	The complainant alleged that the East African Airways cancelled his flight due to operation reasons from Nairobi-Wilson Airport to Ukunda and they failed to refund him the ticket's amount.	Sections 55(a) (ii), (b) (v), 56(1), (2)(a), (d) & (e)	Ongoing
501.	Priya Patel vs Fly 540	Aviation	Fly 540 cancelled the passenger's flights, from Mombasa to Nairobi and failed to issue a refund.	Sections 55(a) (ii), (b)(v), 56(1),(2) (a), (d) & (e)	Ongoing
502.	Shadrack Mule vs Excel Chemicals Limited (Quencher)	Retail	The complainant alleged that he purchased Quencher bottled water but before he could open the bottle, he discovered particles that had settled at the bottom of the bottle.	N/A	The complainant did not provide any evidence and hence the case was closed.
503.	Martin Njuki vs Savannah Honey Ltd	Agriculture	Martin Njuki bought beehives worth KES 140,000 but the quality was lower than what was advertised.	Sections 55(a)(i) v), 56(1)(2)(a) & (e).	The complainant was advised to pursue the matter through the Small Claims Court. The case was concluded.
504.	John Nyakibari Vs Platinum Micro Insurance Brokers (Viva 365 Insurance Brokers)	Financial Services	The complainant borrowed an asset financing loan to purchase a motorcycle. He further alleged that Platinum changed the terms of the loan and refused to release his logbook upon completing the repayment.	Sections 56(1)(2)(a), (d), (3) & (4).	The complainant was advised to report the matter to the police and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
505.	Gilbert Matete vs Crochet Wigs Online Shop	Retail	The complainant purchased a wig worth KES 2,500.00 that was advertised on the accused's Instagram page as semi-human in quality, with a lace lining and an adjustable elastic band. However, the wig that was delivered was of synthetic quality, had no lace lining and the elastic band in the wig cap was too small, stiff and non-adjustable and could thus not be installed with ease. The complainant requested for a replacement of the wig with one of his preferred quality or a refund from the accused.	Sections 55(a)(i)(b) (ii), 56(1) and(2)(a), (d) & (e).	The accused refunded the complainant's money and the matter was closed.
506.	Charles Nyamai vs Imarisha Mabati Limited	Retail	The complainant bought iron sheets from Imarisha Mabati with a fade free guaranteed of five (5) years. However, the iron sheets faded within three (3) years.	Sections 55(a)(i), 56(1)(2) (a)(d) and (e).	The accused agreed to replace the faded iron sheets and the case was closed.
507.	Linus Kipchumba Kogo Vs TrustGro Ltd	Financial Services	The complainant borrowed a loan of KES 156,000.00, which he repaid in a total of KES 151,504.00. However, the lenders' records indicated that he owed them KES. 641,656.32.	Sections 55(b)(v), 56(1), (2) (a), (c) (d) & (3)	The accused agreed to charge the correct loan balance and subsequently the Authority sensitized the microfinance staff members on consumer protection. The case was closed.
508.	Mary Wainaina vs Vision Sacco	Finance	The complainant joined the SACCO. However, after buying shares in the SACCO and making the necessary contributions, she was informed that she could not apply for a Loan from the SACCO by SASRA.	Sections 55(a)(v), 56(1), (2) (a) & (d)	The matter was forwarded to SASRA and the case was closed.
509.	Delfin Tours vs Fly 540	Aviation	The complainant purchased tickets from the accused, but the accused failed to provide a flight at the scheduled date and time of travel.	Sections 55(a)(ii), 56(1), (2) (a), (d), (e)	The complainant was refunded and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
510.	Kinyua Mwangi vs Tris Motorcycles Limited	Retail	The complainant alleged that the accused had failed to deliver his motorcycle after full payment.	Sections 55(a)(ii), 56(1), (2) (a), (d), (e)	The accused delivered the motorcycle and the case was closed.
511.	John Wanjala Wayongo vs Royal Mabati Factory Limited	Manufacturing	The complainant purchased iron sheets from Royal Mabati in 2018. Barely three (3) months after installation, he noticed that the color of the iron sheets had begun to fade. Royal Mabati then promised to compensate but failed him.	Sections 55(a)(i), (b)(v), & 56(1), (2) (a), (d) (e)	The matter was forwarded to KEBS and the case was closed.
512.	Amelieke Verwiels vs East African Safari Air Express Limited	Aviation	The complainant alleged that the accused unilaterally cancelled her flight and thereafter failed to refund her ticket money.	Sections 55(a)(ii), 56(1), (2) (a), (d), (e)	Ongoing
513.	Shiv Kumar vs Anta Kenya, Sarit Centre	Wholesale and Retail	The complainant bought a pair of slippers from Anta Kenya's Sarit Centre Branch but later found out that they were not his size. He tried to replace them, but his size was not available. He was eventually denied a refund.	Sections 55(a)(i), b(v) & 56(1), (2) (a), (b), (d), and (e)	Ongoing
514.	Dagoretti Investors Society Vs Urithi Society	Financial Services	The complainants paid for two plots in 2018, and also paid for their respective Title Deeds. The accused never gave them their plots and Title Deeds as agreed.	Sections 55(a)(i), b(v) & 56(1), (2) (a), (b), (d), and (e)	Ongoing
515.	Kristopher Walhof Vs Far Supplies Ltd	Wholesale and Retail	The complainant was given the wrong Weights and the accused refused to return them and issue a refund.	Sections 55(a)(i), b(v) & 56(1), (2) (a), (b), (d), and (e)	Ongoing
516.	Rikha Aaron Vs Kenya Airways	Aviation	The complainant bought Kenya Airways tickets during the Covid period and he could not fly. KQ refused to refund him for the ticket bought.	Sections 55(a)(i), b(v) & 56(1), (2) (a), (b), (d), and (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
517.	Sun Junior Vs Elia Thuo & JIJL CO.KE	E-Commerce	The complainant purchased a Mattress via Jiji.co.ke. After sleeping on it for a few weeks, the mattress was sunken. Efforts to get a refund or replacement were futile.	Sections 55(a)(i), b(v) & 56(1), (2) (a), (b), (d), and (e)	Ongoing
518.	Lemmy Kamau vs Evopay Sarit Centre	Others (parking rates)	The complainant alleged that he was charged more for overnight parking and the accused refused to refund him, despite not indicating that the rates had been increased.	Sections 55(a)(i), b(v) & 56(1), (2) (a), (b), (d), and (e)	Ongoing
519.	Evans Kagia vs Mini Bakeries	Wholesale and Retail	The complainant allegedly bought two loaves from the same manufacturer in a span of two days, but each of the breads was spoilt.	Sections 55(a)(i), b(v) & 56(1), (2) (a), (b), (d), and (e)	Ongoing
520.	John Muchemi vs Dennis Kipngeno Tiony	Other (Fraud)	The complainant alleged that he was conned via Facebook.	N/A	The complainant was referred to report the matter to the DCI and the case was closed.
521.	Patrick Mandela Mengo Vs Jumia Kenya Ltd	E-Commerce	The complainant purchased a TV from Jumia, which he later reported as being faulty. Jumia refused to replace it, despite its warranty still running.	Sections 55(a)(i), b(v) & 56(1), (2) (a), (b), (d), and (e)	Ongoing



# Abuse of Buyer Power

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
1.	Nordics Assessors and Africa Merchant Assurance Company Limited (AMACO)	Insurance	Section 24A(5) (a), (b)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
2.	Elias Shake and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle repair services offered to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
3.	Faulu Motors Assessors and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
4.	Express Auto Assessors and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
5.	Unity Auto Garage and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle repair services offered to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
6.	Joseph Opili And AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
7.	Unique Plant & Solutions and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle repair services to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
8.	Michael Ndungu and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
9.	Murang'a Motor Spares Ltd And AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle repair services to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
10.	Stantech Motors and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle repair services to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
11.	Alpha Cherry and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
12.	PN Kabara Auto Garage and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle repair services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
13.	Starden Insurance Investigators and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
14.	Teryx Motor Services and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle repair services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
15.	Michael Musee and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for claims and recovery/ tracing investigation services to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
16.	Ruaraka Auto Garage and AMACO	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by AMACO through delays in payment for motor vehicle repair services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
17.	Skytone Distributors Limited and Mulley's supermarket	Retail	Section 24A(5) (a)	Complaint on delayed payments for the wholesale and distribution of kitchen items and household furniture against Mulley's.	The complainant referred to the Retail Sector Dispute Settlement Committee established under Sections 17 and 18 of the Retail Code of Practice.
18.	Deluxe Food Industries ltd and Mulley's Supermarket	Retail	Section 24A(5) (a)	Complaint on delayed payments against Mulley's for the supply of food stuff.	Complainant referred to the Retail Sector Dispute Settlement Committee established under Sections 17 and 18 of the Retail Code of Practice.
19.	Nyambene Arimi Dairy F.C.S Ltd and Netho Investments	Agriculture	Section 24A(5) (a)	Nyambene Arimi was awarded a tender by the County Government of Meru (CGM) to supply milk to Health Institutions within Meru County. Netho consequently entered into a commercial agreement with accused for the supply of the milk. Complainant alleged that it supplied milk in fulfilment of agreed contract terms. However, the accused declined to make payments in breach of agreed contract terms despite it having been paid by the CGM	The matter does not fall under the purview of the Competition Act and referred to Public Procurement Regulatory Authority.



No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
20.	Sati Mutharu T/A Silverrano Motors and Kenya Orient Insurance Company Limited	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Kenya Orient Insurance Company Limited for motor vehicle repair services.	Accused was found to have abused its buyer power and opted to settle KES 906,470.50. Investigations were closed upon payment of the final instalment.
21.	Murang'a Motor Spares Ltd And Kenyan Alliance	Insurance	Section 24A(5) (a)	Alleged delayed payment by Kenya Alliance Insurance for motor vehicle repair services provided to the Insurance company	Accused was found to have abused its buyer power and opted to settle KES 536,370.00. Investigations were closed upon payment of the final instalment
22.	Motorways (K) Ltd and The Kenyan Alliance Insurance Co. Ltd	Insurance	Section 24A(5) (a)	Complaint on alleged delayed payments against Kenya Alliance for motor repair services provided to the insurance company.	Accused was found to have abused its buyer power and opted to settle KES 615,884.00. Investigations were closed upon payment of the final instalment
23.	Zinc Africa and Lontos-Mwalimu Hotel	Retail	Section 24A(5) (a)	Complaint on alleged delayed payments by Lontos-Mwalimu Hotel for the supply of assorted Polo shirts.	The Authority established that the matter did not meet the buyer power threshold.
24.	Retail Sector Surveillance 2021/22 -Mulleys	Retail	Section 24A (2)	Market Surveillance in the retail sector, informed by reports of incidences of abuse of buyer power through delayed payments by retailers, without justifiable reasons.	Market surveillance carried out and recommendation report developed. Investigations on abuse of buyer power through delayed payments by Peter Mulley's & Co. Ltd and Quick Matt Supermarket Ltd initiated and concluded. Mulley's referred to the Retail Trade Dispute Settlement Committee under clause 18 of the Retail Sector Code of Practice

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
25.	Members of Kenya Motor Repairers Association (KEMRA) and various Insurance Companies	Insurance	Section 24A(5) (a), (b) & (d)	Complaint by fifteen (15) members of KEMRA against various insurance companies to wit Kenya Orient Insurance Limited, Invesco Assurance Company Limited and Trident Insurance Company Ltd for delayed payments, without justifiable reasons, and in breach of the agreed terms of payment; de-listing, demand for unfavorable terms and transfer of commercial risk to the repairers.	Matter fully settled. The complainants were paid the full amount of delayed payments totaling Ksh. 17,199,041.12
26.	Kenya Pride and Xplico Insurance Company	Insurance	Section 24A(5) (a)	Complaint on delayed payment against Xplico Insurance Company in breach of agreed contract terms for motor vehicle assessment services.	Matter closed due to non-retrospectivity of the law. The complaint related to claims dated between 2013 and 2015 which was before the ABP regulation came into effect.
27.	George Kimemia (T/A Forensic Assessors) And Trident Insurance Company	Insurance	Section 24A(5) (a)	Complaint on delayed payment against Trident Insurance Company Ltd in breach of agreed contract terms for motor vehicle assessment services.	Matter closed due to non-retrospectivity of the law. The complaint related to claims dated between 2013 and 2015 which was before the ABP regulation came into effect.
28.	Philafe Engineering Ltd And Linksoft Intergrated Systems E.A Ltd	Construction	Section 24A(5) (a)	The Authority received a complaint on the alleged abuse of buyer power by Linksoft Integrated Limited for construction subcontracting services offered to the accused on behalf of Safaricom PLC.	Matter closed due to lack of buyer power, the complaint did not fall within the relevant threshold for abuse of buyer power as envisaged under section 24A(1) of the Act.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
29.	Solex Motors Limited and Kenya Alliance Insurance Co. Ltd	Insurance	Section 24A(5) (a)	Complaint on delayed payments against Kenya Alliance for motor vehicle repair services offered in breach of agreed contract terms.	Matter fully settled. The complainants were paid the full amount of delayed payments totaling KES 1,472,880.00.
30.	Kenya Pride and AMACO Insurance Company	Insurance	Section 24A(5) (a)	Complaint on delayed payment against AMACO for motor vehicle assessment services offered in breach of agreed contract terms	Concerns on financial position of AMACO occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
31.	Kenya Pride and Resolution Insurance	Insurance	Section 24A(5) (a)	Complaint on delayed payment against Resolution Insurance for assessment services offered in breach of agreed contract terms	Matter marked closed and referred to Insurance Regulatory Authority (IRA) since Resolution Insurance was placed under Statutory Management by the IRA hence absence of requisite jurisdiction by the Authority to investigate the complaint.
32.	Chania Gathais Ltd and Monarch insurance	Insurance	Section 24A(5) (a)	Complaint on delayed payments against Monarch insurance for motor vehicle repair services offered in breach of agreed contract terms	Matter fully settled. The complainant was paid the full amount of delayed payments totaling KES 422,472.00.
33.	Competition Authority of Kenya and Digital Taxi	Transportation	Section 24(1), (2)(b) & 24A	The Authority investigated possible abuse of Buyer power by UBER within the digital sector.	Matter closed since complaint did not fall within the relevant threshold for abuse of buyer power as envisaged under section 24A (1) of the Act.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
34.	Uptown Motor Consultants Ltd and Jubilee Allianz General Insurance (K) Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Jubilee Insurance Ltd arising out of delayed payments from motor vehicle repair services rendered, without justifiable reasons.	Matter fully settled. The complainant was paid the full amount of delayed payments totaling KES 305,752.00.
35.	Solex Motors Limited and Saham MUA Insurance Limited	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Saham MUA Insurance arising out of delayed payments for motor vehicle repair services rendered, without justifiable reasons.	Matter fully settled. The complainant was paid the full amount of delayed payments totaling KES 2,616,904.00.
36.	Kenya Pride and Kenya Alliance Insurance Company	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Kenya Alliance Insurance arising out of delayed payments from motor vehicle repair services rendered, without justifiable reasons.	Matter closed due to non-retrospectivity of the law. The complaint related to claims dated between 2013 and 2016 which was before the ABP regulation came into effect.
37.	Uptown Loss Assessors (K) Ltd and Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch Insurance arising out of delayed payments from motor vehicle assessment services rendered, without justifiable reasons.	Matter closed on complainant's request.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
38.	Tuzidi Limited and Makini School Limited	Education	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Makini School arising out of delayed payments from student transportation services offered to the school, without justifiable reasons.	Matter fully settled. The complainant was paid the full amount of delayed payments totaling KES 405,684.00.
39.	Deluxe Automobiles and Occidental Insurance Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Occidental Insurance arising out of delayed payments from motor vehicle rendered services rendered, without justifiable reasons.	Matter closed on complainant's request.
40.	Silvertech Networks Limited and Linksoft Integrated Limited	Telecommunication	Section 24A(5) (a)	The Authority received a complaint on the on alleged abuse of buyer power by Linksoft Integrated Limited due to delayed payment by accused for subcontracting work done on behalf of main contractor.	The accused presented justifiable reason that led to the delay in payment therefore the matter was closed.
41.	Uncompetitive Conduct by Bread Retailers	Retail	Section 24A (1) and 31	The Authority on its own motion initiated investigations on retailers overpricing bread from mainstream bakers to give a price advantage to the bread they bake in-house.	Matter closed after conducting two market screening and preliminary analysis, giving recommendation for matter to be forwarded to Research and Policy Department for in-depth research to inform, policy development and advisory to the National government



No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
42.	Motorcare Limited and Jubilee Insurance	Insurance	Section 24A (5)(a)	The Authority received a complaint on alleged abuse of buyer power through delayed payment for motor vehicle repair services against Jubilee Insurance.	Matter was closed since the complaint did not fall within the relevant threshold for abuse of buyer power as envisaged under section 24A(1) of the Act.
43.	Selling Point Media Limited And Royal Mabati Limited	Advertising	Section 24A (5)(a)	The Authority received a complaint on the alleged abuse of buyer power by Royal Mabati through delay in payment for wall branding services offered by the complainant.	Matter was closed since the complaint did not fall within the relevant threshold for abuse of buyer power as envisaged under section 24A(1) and section 24A (5)(a) of the Act.
44.	Christopher Pius Ochieng and Jackyz Liquor Store	Retail	Section 24A (5)(a)	The Authority received a complaint from Christopher Ochieng, who has been supplying liquor to Pyasa bar under his wines and spirits store named Jackyz Liquor Store. The complainant alleged non-payment of KES 479,720.	Matter was marked closed due to the non-responsiveness of the complainant to the Authority.
45.	Competition Authority of Kenya (CAK) and Unilever Kenya Limited	Retail	Section 24A (5)(g)	The investigations were conducted <i>suo motu</i> by the Authority into abuse of buyer power relating to SMEs	Matter was closed after determination and settlement agreement between Unilever and CAK was executed as provided for under section 38 of the Act.
46.	E World Communication Network and Linksoft Intergration Systems	Telecommunication	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power through delay in payment by Linksoft EA for installation of communication Masts.	Matter fully settled. The complainant was paid the full amount of delayed payments totaling KES 738,692.00.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
47.	Murang'a Motor Spares Ltd And Invesco Insurance	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power through delayed payment by Invesco Insurance for motor vehicle repair services rendered.	Matter fully settled. The complainant was paid the full amount of delayed payments totaling KES 1,337,286
48.	Patrick Gathuita and Jumia	E-commerce	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power through delayed payment against Jumia Kenya for vehicle branding services.	Matter marked closed as provided for under rule 34 (5)(b) of the competition (General) Rules, 2019 after the complaint failed to present supporting evidence.
49.	Loch Automobile Valuers & Assessors and Monarch Insurance Company	Insurance	Section 24A(5) (a), Rule 34(5) (a)	The Authority received a complaint on alleged s abuse of buyer power through delayed payment by Monarch Insurance Company for motor vehicle assessment service.	Matter closed due to an ongoing judicial proceedings in pursuit of the complaint as guided by Rule 34(5)(a) of the Competition (General) Rules, 2019
50.	Justin Macharia T/A Mech Auto and CIC Insurance	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power through delayed payment by CIC Insurance for motor vehicle repair services.	Matter marked closed after full settlement of the delayed payment totaling KES 180,288.00.
51.	A-One Plus Auto Ltd and Ideal Appliances Limited	Transportation	Section 24A(5) (a), (b), (d) & (e)	The Authority received a complaint on alleged abuse of buyer power through delayed payment, delisting and transfer of commercial risk for transport services offered to the accused.	Matter fully settled. The complainant was paid the full amount of delayed payments totaling KES 3,169,079.00.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
52.	PN Kabara Auto Garage and Monarch Insurance Company Ltd Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor vehicle repair services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
53.	Palm Motors Limited and Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor vehicle repair services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
54.	Francis Mwaniki T/A Franktech Motors Assessors and Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor vehicle assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
55.	Leonard Kali T/A Leonard Private Investigation Agency and Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for Investigation services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
56.	Maxwell Autotech Ltd and Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor vehicle repair services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
57.	Maroon Assessors Ltd and Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor vehicle assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
58.	Leone Motor & Risk and Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor assessment repair services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
59.	Quality Motor Consultants and Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor vehicle repair services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
60.	George G. Kimemia and Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor assessment repair services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
61.	Elite Automobile Valuers & Assessors Ltd and Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor vehicle assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
62.	Coslid Assessors and Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor vehicle assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
63.	Factline Insurance Investigators and Monarch Insurance Co. Limited	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for Investigator services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.



No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
64.	Capricorn Motor and Risk Assessors and Monarch Insurance Company Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor vehicle assessment services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
65.	Thaddeus Dondo Mukhuri and Longhorn Publishers Ltd	Publication	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power through delayed payment by Longhorn Publishers Ltd for book writing services supplied.	Matter marked closed after full settlement of the delayed payment totaling KES 289,900.00.
66.	Arturo Paiva and Dental Art Centre Malindi	Healthcare	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power through delayed payment by Dental Art Centre for dental products supplied	Matter marked closed since the complaint did not fall within the relevant threshold for abuse of buyer power as envisaged under Sections 24A(1) and 24A(5)(a) of the Act.
67.	Mema Auto Assessors Limited and monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in assessment services offered to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
68.	Motorcraft Auto Center and The Monarch Insurance Co. Ltd	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Monarch through delays in payment for motor vehicle repair services supplied to the Insurance without justifiable reasons and in breach of the agreed terms of payment.	Concerns on financial position of Monarch occasioned by default in settling payments and increase of complaints against the company prompted the Authority to refer matter to IRA.
69.	Competition Authority of Kenya and Majid Al Futtaim	Retail	Section 31(1) (c)	The Authority initiated a Suo moto investigation on possible abuse of Buyer Power by Majid Al Futtaim against its suppliers	The Authority terminated the investigations.
70.	Anez Catering and Hillcrest International Schools	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power through delayed payment against Hillcrest International Schools for catering services offered.	Matter fully settled. The complainant was paid the full amount of delayed payments totaling KES 7,904,840.00.
71.		Tea	Section 24A(1)	Complaint on unfair tender requirements practiced by The Kenya Tea Development Agency (KTDA)	Matter closed since the complaint did not fall within the relevant threshold for abuse of buyer power as envisaged under section 24A(1) of the Act.
72.	Elite Automobile Valuers & Assessors Limited and Kenya Orient Insurance Company	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power through delayed payment by Kenya Orient for assessment services offered.	Matter closed since the complaint did not fall within the relevant threshold for abuse of buyer power as envisaged under section 24A(1) and 24A(5)(a) of the Act.

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
73.	Hesbon Awinda and Hillcrest International schools	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power through delayed payment against Hillcrest International Schools for repair and maintenance of equipment's services.	Matter fully settled. The complainant was paid the full amount of delayed payments totaling KES 120,780.00.
74.	Competition Authority of Kenya and Kata	Air Transport	Section 24A	The Authority received a complaint from Kenya Association of Travel Agents alleging imposition of unfair terms by Kenya Airways.	After review of submissions, matter established not to fall within jurisdiction of Buyer Power department as provided under section 24A of the Act.
75.	James Mangere and Bamburi Cement	Retail	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power through delayed payment against Bamburi Cement.	Matter closed since the complaint did not fall within the relevant threshold for abuse of buyer power as envisaged under Sections 24A(1) and 24A(5)(a) of the Act.
76.	Buyer Power General-Semiconductors Technology Ltd and Camuse Insurance Agency	Insurance	Rule 34 (5)(b)	A request for information submitted to Kenya Orient Insurance Company Ltd where the Authority was in copy, the complainant was informed to file a complaint.	Matter closed as provided for under rule 34 (5)(b) due to lack of cooperation by the complainant in filing a complaint and submission of evidence

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
77.	Buyer Power General- Policy Compensation Fund	Insurance	N/A	The Authority received a request from Policy Compensation Fund to share the list of complainants who had filled a complaint against Resolution Insurance which had been placed under Statutory Management by the Insurance Regulatory Authority (IRA), to be enjoined in the compensation	The Authority shared the requested information and matter was closed
78.	Nordics Assessors and Corporate Insurance Company Limited	Insurance	Section 24A(5) (a) & (b)	The Authority received a complaint on alleged abuse of buyer power through delayed payment and delisting against Corporate Insurance company for motor vehicle assessment services rendered to accused.	Ongoing
79.	Express Auto Assessors and Sanlam, Pacis, Geminia and Takaful Insurance companies.	Insurance	Section 24A(5) (a)	A complaint on alleged abuse of buyer power by Sanlam, Pacis, Geminia and Talakful Insurance companies arising out of delayed payments for services rendered, without justifiable reasons.	Ongoing
80.	Express Auto Assessors and Britam Insurance	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Britam Insurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
81.	Express Auto Assessors and Corporate Insurance	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Corporate Insurance Company for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing
82.	Allan Delorie T/A Logistech And Trident Insurance Company	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Trident Insurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing
83.	Maj Group Africa and Linksoft Integrated (EA) Limited	Telecommuni- cation	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Linksoft. The complainant alleges that they were sub-contracted for installation of communication transmission masts on behalf of the accused.	Ongoing
84.	John Thuku T/A Autospin and Corporate Insurance	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Corporate Insurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing



No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
85.	Instep Loss Assessors and Metropolitan Cannon Assurance (K) Ltd	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Metropolitan Cannon Assurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing
86.	Proactive Risk Solutions and Trident Insurance Company Ltd	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Trident Insurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing
87.	Philip Wachira T/A Dee Em Auto Garage Ltd and Corporate Insurance Company	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Corporate Insurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing
88.	Safety Surveyors Ltd and Corporate Insurance Co. Ltd	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Corporate Insurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
89.	Namo Italiano and Trident Insurance Company Ltd	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Trident Insurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing
90.	Pwani Oil Products Limited and Majid Al Futtaim Hypermarkets	Retail	Section 24A(5) (f)	The Authority received a complaint on alleged abuse of buyer power by Majid Al Futtaim Hypermarkets for unfair imposition of rebates and refusal to negotiate contract terms with the complainant.	Ongoing
91.	Unity Heavy Commercial Division Ltd and Corporate Insurance Co. Ltd	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Corporate Insurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing
92.	Links Valuers & Assessors and Trident Insurance Company against	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Trident Insurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
93.	Jackson Mutemi T/A Woodlands Company Ltd and Majid Al Futtain Ltd	Retail	Section 24A(5)(a)	The Authority received a complaint on alleged abuse of buyer power by Majid Al Futtain Hypermarkets for unfair imposition of rebates on the complainant.	Ongoing
94.	Fine Brands Ltd and New KCC Ltd	Retail	Section 24A(5)(a)	The Authority received a complaint on alleged abuse of buyer power by New KCC for delayed payments without justifiable reasons and in breach of the agreed terms for branding services offered.	Ongoing
95.	Brownsoil Kenya Limited and Kenya ICM SPA Limited	Construction	Section 24A(5)(a)	The Authority received a complaint on alleged abuse of buyer power by Kenya ICM SPA Ltd for delayed payments without justifiable reasons and in breach of the agreed terms for transport services rendered.	Ongoing
96.	Bright Field Engineering Limited and Jilk Construction	Construction	Section 24A(5)(a)	The Authority received a complaint on alleged abuse of buyer power by Jilk Construction for delayed payments without justifiable reasons and in breach of the agreed terms for services rendered.	Ongoing

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
97.	Jakimulu General Services and Hillcrest International Schools	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Hillcrest International Schools for delayed payments without justifiable reasons and in breach of the agreed terms for services rendered.	Ongoing
98.	Ecoliff East Africa Limited and Hillcrest International Schools	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Hillcrest International Schools for delayed payments without justifiable reasons and in breach of the agreed terms for services rendered.	Ongoing
99.	Kenya Generators & Compressors and Hillcrest International School	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Hillcrest International Schools for delayed payments without justifiable reasons and in breach of the agreed terms for repair services rendered.	Ongoing
100.	Ngugi Motor Work and Hillcrest International Schools	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Hillcrest International Schools for delayed payments without justifiable reasons and in breach of the agreed terms for repair of school buses services rendered.	Ongoing

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
101.	Datalock Limited and Hillcrest International School	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Hillcrest International Schools for delayed payments without justifiable reasons and in breach of the agreed terms for services rendered.	Ongoing
102.	Pakgen Solar Sololution and Hillcrest International School	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Hillcrest International Schools for delayed payments without justifiable reasons and in breach of the agreed terms for repair services rendered.	Ongoing
103.	Neolife and Hillcrest International School	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Hillcrest International Schools for delayed payments without justifiable reasons and in breach of the agreed terms for repair services rendered.	Ongoing
104.	David Chacha and Henessis Hotel Limited	Hospitality	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Henessis Hotel Limited for delayed payments without justifiable reasons and in breach of the agreed terms for branding services rendered.	Ongoing



No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
105.	Patrick K. Muchiri T/A Masters Assessors & Engineering and CIC Insurance	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Corporate Insurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment for assessment services rendered.	Ongoing
106.	Brite Afrika Holdings Limited and Linksoft Integrated Services	Telecommunication	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Linksoft Integrated Services Ltd for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Ongoing
107.	Four Seasons Flowers and Bunter Flora Ltd	Horticulture	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Bunter Flora Ltd for delayed payments, without justifiable reasons and in breach of the agreed terms of payment for the supply of goods.	Ongoing
108.	Jewjaz Supplies and Regis School Runda	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Regis School Runda for delayed payments without justifiable reasons and in breach of the agreed terms for services rendered.	Ongoing

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
109.	Joop Services & Engineering Works and Regis School Runda	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Regis School Runda for delayed payments without justifiable reasons and in breach of the agreed terms for repair services rendered.	Ongoing
110.	SGA Kenya Ltd and Regis School Runda	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Regis School Runda for delayed payments without justifiable reasons and in breach of the agreed terms for services rendered.	Ongoing
111.	Layban Investments and Gems National Academy Ltd	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Regis School Runda for delayed payments without justifiable reasons and in breach of the agreed terms for services rendered.	Ongoing
112.	Heri Healthcare Consulting Ltd and Gems National Academy Lyd (T/A Regis School Runda)	Education	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Gems National Academy Lyd (T/A Regis School Runda) for delayed payments without justifiable reasons and in breach of the agreed terms for services rendered.	Ongoing

No.	Case	Sector	Relevant Section of the Act	Case Summary	Case Status/ Determination
113.	Yaspa Company Limited and Bliss Healthcare Limited	Healthcare	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Bliss Healthcare Limited for delayed payments without justifiable reasons and in breach of the agreed terms for courier services rendered.	Ongoing
114.	Vision Motor Consultants Ltd and Sanlam Ins. Co. Ltd	Insurance	Section 24A(5) (a)	The Authority received a complaint on alleged abuse of buyer power by Sanlam Insurance for delayed payments without justifiable reasons and in breach of the agreed terms for assessment services rendered.	Ongoing

# Advisories on Abuse of Buyer Power Matters

No	Case	Sector	Relevant Section of the Act	Summary of the Case	Authority's Advisory Opinion
1.	Advisory Opinion request by Motor Assessors Association of Kenya	Insurance	N/A	<p>The Authority received a request for advisory from Motor Assessors Association of Kenya (MAAK). In the request the association sought guidance on the new Regulation by the Kenya Revenue Authority (KRA) requiring businesses with an annual turnover of at least KES 5 million to install electronic tax registers (ETRs) connected to the KRA online system that will transmit to it the daily invoices raised by such tax payers.</p> <p>The association noted that there were many motor assessors whose gross assessment professional fees (invoices) exceeded KES. 5 million and with the new regulation, such assessors were required to pay monthly Value Added Tax (VAT) invoiced by the 20<sup>th</sup> day of the next month.</p> <p>The association noted the challenge with this was when the assessors forward their invoices for such professional fees to insurance companies, their invoices tend to remain unpaid for years and due to such delays, assessors are forced to pay VAT to KRA from other sources of income, such as bank overdraft and loans.</p>	<p>The Authority advised MAAK that the issues raised in its enquiry related to conduct that has not yet occurred and to that extent the Authority lacked the requisite jurisdiction. In addition, MAAK was informed that in executing its mandate, the Authority is guided by section 5(1) of the Act which provides that the Act shall apply to all persons including the Government, state corporations and local authorities in so far as they engage in trade. The imposition or collection of taxes did not constitute engaging in trade as provided for in section 5(5)(b)(i) of the Act cementing the position that the Authority lacked the requisite jurisdiction to handle the matter.</p>

# Restrictive Trade Practices

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
1.	Airtel Network Limited vs Safaricom PLC (On-net and off-net pricing)	Information and Communication (Telecommunications)	The Authority received a complaint from Airtel Network Limited alleging that Safaricom PLC were applying predatory pricing in certain promotions by charging below the Mobile Termination Rates to their detriment.	Sections 23 and 24	The Authority established that Safaricom PLC had market power; however, Communications Authority approved the promotions based on regulations. The matter was therefore closed.
2.	Association of Kenya Professional Insurance Agents (AKPIA) vs Kenya Forest Service	Insurance	The Authority received a complaint from AKPIA alleging discrimination in the tender process regarding a tender bid for the provision of group medical Insurance cover that was advertised by the Kenya Forest Service (KFS) on 20 <sup>th</sup> September 2022 in daily newspapers and in their website.	NA	The Authority having investigated the matter gave an advisory opinion that KFS did not engage in trade and not an undertaking as envisioned under part III of the Act. The matter was therefore referred to the Public Procurement Regulatory Authority.
3.	Anderson Kathurima vs Dallas Mini Supermarket	Retail	The complainant claimed that Dallas Mini Supermarket was selling products at wholesale prices in a retail environment.	Section 23	The matter was closed since the accused party was not dominant in the relevant market and therefore the practice did not amount to an abuse of dominance.
4.	Gordon Opiyo vs Broadcasting Sector	Information and Communication (Telecommunications)	The Authority received a complaint from Gordon Opiyo, a resident of Bungoma regarding anti-competitive practices in the broadcasting sector during the World Cup season.	NA	The Authority determined that the complaint was a sector specific issue and was therefore referred to Communications Authority.



No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
5.	Atlas Towers Corporation vs American Tower Corporation and Airtel Africa	Information and Communication (Telecommunications)	The Authority received a complaint from Atlas Towers Corporation regarding an agreement entered into between Airtel Africa and American Tower Corporation alleging it contained anti-competitive clauses.	Sections 21 and 23	The Authority did not establish dominance for either American Tower Corporation or Airtel Kenya and therefore the allegation did not amount to an abuse. The matter was therefore closed.
6.	Nicholas Ndolo t/a Billmart vs Uncompliant Internet Service Providers	Information and Communication (Telecommunications)	The Authority received a complaint alleging that Billmart was facing a serious challenge with unregistered internet service providers operating within Machakos town due to unfair competition.	Section 21	The alleged was referred to Communications Authority since the complaint related to licensing of internet service providers.
7.	Cables Screening	Manufacturing	The Authority initiated screening of the sector after receiving informal complaints that the prices of cables have been skyrocketing across all the manufacturers in Kenya.	Sections 31, 21 and 22	An analysis of the global prices of copper and the local prices of the electric cables by the Authority did not establish existence of collusive practices by the manufacturers. The matter was therefore closed.
8.	CAK vs Commercial Banks	Banking and Finance	Pursuant to Section 31(1) of the Act, the Authority initiated investigations on an alleged collusion in the exchange rates between banks.	Sections 21 and 22	The investigations ongoing.
9.	CAK vs Rubis Energy Kenya	Energy	The Authority initiated investigations into an alleged restrictive trade practice on resale price maintenance by Rubis Energy Kenya (Rubis) in the lubricants sub-sector.	Section 21	The Authority established that Rubis had about <b>10%</b> market share in the relevant market hence could not engage in abuse of dominance since it does not meet the thresholds of dominance. The matter was therefore closed.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
10.	CAK vs China Square	Retail	The Authority received a complaint against China Square on allegations of selling their products at low prices and therefore driving out local retailers.	Sections 23 and 24	The matter was closed because the Authority established that China Square was not dominant in the relevant market.
11.	Competition Authority of Kenya vs Farmers Choice	Manufacturing	The Authority received complainant alleging that the Farmers Choice was abusing its dominance by hoarding sausage casings and creating artificial.	Sections 23 and 24	The matter was finalized after the Authority established that Farmers Choice product was not an essential facility to the accused and there were other suppliers of similar products in the market.
12.	Motor Cycle Assemblers vs National Treasury	Manufacturing	The complainant raised claims of a biased tax procedural law on unassembled motorcycles introduced by the Government through the National Treasury, thus creating a monopoly in favor of giant manufactures with international patronage to the detriment of the local businesses.	Sections 23 and 24	The matter was closed because the Authority did not find any evidence of abuse of dominance by refusal to deal in contravention of the Act.
13.	Mr. Ken Muiruri vs Digital Taxis Companies	Transport	The Authority received a complaint from Mr. Ken Muiruri against App based taxis companies alleging that the digital taxis companies are engaged in practices of vertical price fixing , abuse of buyer power and abuse of dominance through unfavorable discounting policies	Sections 23 and 24	The case was closed since none of the three parties complained against (Uber Kenya, Little Cab and Bolt) neither had dominance nor have market power in the relevant markets.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
14.	Edible Oils Screening	Manufacturing	Pursuant to Section 31(1) of the Act, the Authority initiated investigations into the activities of manufacturers of edible oils in Kenya on suspicion that the manufacturers could be engaging in collusion on prices and other terms of trade.	Sections 21 and 22	The matter was closed since there was no evidence that the players engaged in collusive practices in the market.
15.	Erick Onyango vs Uber and Bolt	Digital Taxi Hailing	The Authority received a complaint from Mr. Eric Ochieng' against Uber Kenya and Bolt Kenya alleging that the two companies were engaged in perpetuating unfavorable pricing policies against Kenyan drivers who operate in the two platforms	Section 23	The case was closed since neither of the two accused parties (Uber Kenya and Bolt) were dominant, nor did they have market power.
16.	John Ndung'u vs Safaricom PLC	Telecommunication	The complainant alleged that Safaricom PLC was restricting withdrawal of funds forcing customers to have two sim-cards so as to access the credit leading to a black market within the money agents' withdrawal services.	Section 21, 23 and 24	The Authority established that Fuliza facility was available for withdrawals like other credit products offered by Safaricom such as M-Shwari, which allows a customer to withdraw money. The Authority also confirmed that Fuliza customers still have access to many other credit facilities available in the market and hence not restricted to Fuliza. There was no violation of the Act and the matter was therefore closed.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
17.	Harold Kilemma vs KTDA	Agriculture	The Authority received a complaint against the Kenya Tea Development Agency (KTDA) for unfair tender requirements in respect to an international tender for the request of technical proposals for supply of 92,290MT of chemically compounded NPK 26:5:5 fertilizers.	N/A	The complaint did not fall under the purview of the Act and as such could not be addressed by the Authority. The matter was therefore closed.
18.	ICPAK vs Earnest	Education	The Authority received a complaint against ICPAK on the mandatory trainings, which are required for members as a pre-condition to obtaining an annual practicing license. Specifically, it was alleged that these trainings were only offered by ICPAK, which also set the training fees. Because of this, members of ICPAK were unable to seek alternative service providers or training institutions for such trainings.	Sections 23 and 24	The Authority established that the Institute had a mandate to ensure quality training for its professionals while also engaging in trade by charging fees. ICPAK was found to be engaged in a form vertical integration, which is not prohibited under the Act but was likely to increase barriers to entry in the CPD training services market. The Authority advised the complainant to exhaust the ICPAK dispute resolution mechanism provided in the Accountants (Standards of Professional Practice and Ethical conduct) Regulations, 2022.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
19.	Introduction of container maintenance charge on import containers	Transport	The Authority received a complaint from representatives of exporters and importers of cargo regarding the introduction of maintenance and repair of containers against Pacific International Lines, Ocean freight (EA) Limited/Mediterranean Shipping Company (MSC), Compagnie Generale Maritime (CMA CGM) and I Messina (U) Limited. The complainant alleged that some shipping firms increased charges for container maintenance and engaged in collusion.	Section 21	The Authority did not establish any evidence of collusion by the four companies.
20.	KATA vs China Southern Airlines	Aviation	The Authority received a complaint that China Southern Airlines (CZ) was restricting their Carrier Identification Plates (CIPs) to only five Chinese-owned travel agents registered in Kenya.	Sections 21, 23 and 24	Investigations ongoing.
21.	CAK vs Kenya Transporters Association	Transport	The Authority initiated investigations into an alleged restrictive trade practice by Kenya Transporters Association (KTA) in the road transport sector, based on information that the Association issued a directive to its members to increase transport cost by 5%.	Sections 21 and 22	The matter was closed because there was no evidence that the members had colluded in price determination.



No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
22.	Koech Kiptanui vs KAPA Oil Refineries Limited (KAPA)	Manufacturing	The Authority received a complaint from Mr. Koech Kiptanui regarding discrimination on the distribution of KAPA's Solio Matches, Postman, Rhapsody, Alpa, Tilly, Seagull and Classic Natural Soap.	Sections 23 and 24	It was established that KAPA was not dominant in the relevant market and therefore the element of abuse could not be pursued.
23.	CPG Engineering Solutions Limited vs Bags and Balers Limited	Manufacturing	The Authority received a complaint from M/s CPG Engineering, a prequalified firm for supply of sample bags to Kenya Tea Development Agency Factories. CPG Engineering Solutions Limited complained that M/s Bags and Balers Limited were engaging in anticompetitive practices in the sale of the sample bags.	Sections 21, 23 and 24	The case was closed because M/s Bags and Balers Limited were not dominant in the relevant market, and that the services it offered did not meet the thresholds of an essential facility because there are many other players involved in the supply of the 4kg sample tea bags.
24.	Madahana & Co. Advocates vs Law Society of Kenya (LSK)	Professional Association	The complainant accused LSK of an abuse of dominance for increasing professional insurance indemnity to Kenya Shillings Two Million.	NA	The matter did not fall under the Authority's jurisdiction and hence closed.
25.	Institute of Certified Public Accountants of Kenya (ICPAK) vs Nicholas Njuguna	Professional Services	Complainant accused ICPAK of unilaterally setting prices of trainings and having the sole discretion to offer the trainings.	Sections 21, 23 and 24	Investigations ongoing.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
26.	David Mbithi vs Qatar Airways Company Q.C.S.C. (Qatar)	Aviation	The Authority received a complaint alleging that Qatar had pre-selected nineteen (19) logistics companies to trade with it directly locking out others.	Section 21	The Authority established that there was no contravention of market foreclosure attributable to Qatar since it was not a dominant player in the relevant market.
27.	Mercy Precious vs Kenya Urban Roads Authority (KURA)	Construction (Roads)	The Authority received a complaint from the complainant against KURA on their tender grading criteria.	NA	The Authority referred the matter to Public Procurement Regulatory Authority (PPRA) after it was established that it fell within its mandate by virtue that it was a procurement procedural matter.
28.	Ms. Muthoni Kiruriti vs Milk Suppliers	Retail and Distribution	The Authority received a complaint from Ms. Muthoni Kiruriti in relation to alleged milk shortages in Mombasa with certain retailers rationing milk to six (6) packets per customer and that these Mombasa retailers were creating an artificial shortage in milk and hiking prices.	Section 21	The Authority established that the alleged shortage was due to continued drought and famine in the region, costly feeds that were not affordable and death of dairy animals. The matter was therefore closed.
29.	Kenya Transporters Association vs Nairobi Freight Terminal (NFT)	Transport	The Authority received a complaint from Kenya Transporters Association alleging that Nairobi Freight Terminal (NFT) had been appointed as the sole firm to manage South Sudan cargo.	NA	Due to the cross-jurisdictional nature of the complaint, the matter was referred to the COMESA Competition Commission (CCC).

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
30.	Peter Mbithi vs Safaricom PLC	Telecommunication	The Authority received a complaint against Safaricom PLC over abuse of dominance through tying and bundling in the provision of parking services in conjunction with Kenya Airports Parking Services (KAPS).	Sections , 23 and 24	The Authority closed the matter after establishing that KAPS offers all modes of payment including the option of PayBill in mobile money payment. Therefore, the arrangement between KAPS and Safaricom did not violate the Act.
31.	Ronald Ekesa vs Board of Registration of Architects and Quantity Surveyors of Kenya (BORAQS)	Construction	The Authority received a complaint from Suge and Company Advocates on behalf of Ronald Ekesa alleging that BORAQS had issued mandatory hourly rates to its members.	Section 21, 23 and 24	BORAQS was advised to expunge the mandatory hourly rates and redraft the policy in accordance to the provisions of the Competition Act.
32.	Screening for Alleged excessive pricing of Glass products	Manufacturing	The Authority initiated a screening of the sector based on complaints of abnormal increases in the prices of glass used in the construction sector	Section 21	The screening by the Authority revealed that there were no competition concerns in the sector. The matter was therefore closed.
33.	Sheth Group vs Due Point Naturals Limited	Intellectual Property	The Authority received a complaint that Dew Point Naturals Limited (Dew Point) was using Sheth Natural's Limited registered trademark and products to advance in the market unfairly.	N/A	As the matter did not fall within the ambit of the Competition Act, the complainant was advised to institute civil proceedings and seek for damages for the infringement of their trademark.
34.	Superfine Limited	Retail and Distribution (Stationery)	Superfine Limited lodged a complaint that schools were forcing parents to purchase stationery from a specific outlet.	N/A	The matter was referred to the Ministry of Education since it could be handled effectively under the basic education regulations, 2015 of the Ministry.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
35.	Under invoicing in baby diapers and sanitary pads by Softcare Kenya	Manufacturing	Softcare Kenya complained that some companies were under invoicing/under-valuing imported raw materials for manufacture of baby diapers. The complainant further stated that this practice gave the said companies undue advantage.	NA	The complaint involved tax evasion and therefore did not fall under the provisions of the Competition Act. The complainant was advised to follow up with Kenya Revenue Authority.
36.	College of Human Resource Management vs Institute of Human Resource Management (IHRM)	Professional Services	The Authority received a complaint that IHRM continued to offer CPD events leading to gain of credit points for renewal of professional membership in direct competition with licensed providers like them.	Sections 21, 23 and 24	Matter is currently before court and thus held in abeyance.
37.	Unfair pricing by Superior Garlic Importers Limited	Agriculture (Horticulture)	The Authority received a complaint that Superior Garlic was selling garlic per 10Kg box at below the market price in order to drive out competitors and refusal to deal.	Sections 21, 23 and 24	The Authority did not establish any violation of the Act. The matter was therefore closed
38.	Zoo Football Limited and Football Kenya Federation (FKF) vs Star Times Media (Kenya) Company Limited	Advertising and Media	The Authority received a complaint from Zoo Football Limited alleging that FKF and Star Times had breached the prohibitions in the Competition Act in relations to a Media Rights and Commercial Rights Agreement dated 29th September 2020 and FKF Regulations.	Sections 21(4), 23 and 24	The matter was closed since the complainant withdrew the complaint.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
39.	Kenya Breweries Limited (KBL) Distributorship Agreements	Beverages (Alcoholic)	The Authority <i>Suo Moto</i> sought to determine whether the distributorships agreements with some distributors of KBL adhered to the provisions of the Act and the previous settlement terms.	Section 21	The sampled distributorship agreements were found to be in compliance with provisions of the Act and terms of the settlement agreement.
40.	CAK and Kenya Power & Lighting Company (KPLC)	Energy	The Authority learnt of a possible bid rigging on tenders floated by KPLC through the media.	Sections 21, 23 and 24	The matter was closed because the Authority did not get any evidence of contravention.
41.	Salim Mwenda vs Kenya Association of Bus Manufacturers	Transport	The Authority received a complaint from Salim Mwenda against Kenya Association of Bus Manufacturers indicating that they had refused to him.	Section 24	Restrictive trade practice contravention was not established and there was no abuse of dominance and hence the matter was closed.
42.	David Herbling vs Mirema School	Education	The Authority received a complaint from David Herbling alleging that Mirema School had prescribed parents to purchase black/navy blue Bata Bullets.	Sections 23 and 24	The complainant was advised to contact the Ministry of Education on the basis that this matter could be handled within the provisions of the Basic Education Regulations, 2015.
43.	CAK vs Safaricom PLC	Information and Communication (Telecommunications)	The Authority initiated the case <i>Suo Moto</i> following media reports of excessive pricing in the mobile money transfer services by Safaricom PLC.	Sections 23 and 24	Investigations are ongoing.
44.	Allegations of minimum pricing in private motor vehicle Insurance sector	Insurance	Allegations of agreements between insurance companies to set insurance premiums at a minimum of KES 60,000.	Section 21	Investigation are ongoing.



No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
45.	CAK vs Kenya National Highways Authority (KENHA)	Construction (Road)	The Authority initiated a screening of the sector.	Sections 21 and 22	Investigations are ongoing.
46.	CAK vs Kenya Rural Roads Authority (KERRA)	Construction (Road)	The Authority initiated a screening of the sector.	Sections 21 and 22	Investigations are ongoing.
47.	CAK vs Kenya Urban Roads Authority (KURA)	Construction (Road)	The Authority initiated a screening of the tender documents of KURA to determine if the companies which provided services to the organization could have been engaging in bid-rigging practices.	Sections 21 and 22	The Authority did not find any evidence of violation of the Act.
48.	CAK vs Naweza Limited	Public Procurement	The Authority initiated investigation on the allegations of bid rigging in the supply of treated wooden poles to Rural Electrification Authority (REREC).	NA	Forwarded to the Directorate of Criminal Investigation.
49.	CAK vs Sonara Ventures Limited	Public Procurement	The Authority initiated investigation on the allegations of bid rigging in the supply of treated wooden poles to Rural Electrification Authority (REREC).	NA	Forwarded to the Directorate of Criminal Investigation.
50.	Central Highlands Tea vs KTDA Gatunguru Tea Factory	Agriculture	The Authority initiated a screening after receiving complaints that KTDA affiliated companies were barring farmers from registering with private tea factories.	Section 21	Investigations are ongoing.
51.	EdenSwin Traders Limited vs Agriculture and Food Authority	Agriculture	The complainant alleges that he has been facing regulatory barriers to the export of in-shell macadamia since 2018.	Sections 23 and 24	Investigations are ongoing.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
52.	Anonymous complaint vs Pacific Diagnostics Limited	Health/ Sales	Pacific Diagnostics Limited put out an advertisement in the Daily Nation indicating they were the ONLY authorized sales and service representatives in Kenya of Siemens Healthcare GmbH of its Diagnostic Imaging portfolio.	Section 21	Investigations are ongoing.
53.	Komarocks Automart vs Auto Auxiliary Limited	Automobile	The complainant claimed that he was forced out of the market of automobile leaf springing because Auto Auxiliary Limited was offering very high discounts to the complainant's competitor.	Section 21	Investigations are ongoing.
54.	Memorandum from Kenya Association Manufacturers on the Insurance Sector	Insurance	Allegation of increase on premiums by insurance players.	Section 21	Investigations are ongoing.
55.	Motor Assessors Association of Kenya (MAAK)	Transport Sector	MAAK sought to engage the Authority on their agreement with the Association of Kenya Insurers	Sections 21 and 22	Investigations are ongoing.
56.	CAK vs Steel Sector Manufacturers	Manufacturing	The Authority initiated investigations following allegations of collusion by steel manufacturers. Preliminary findings after completion of the investigations was that parties engaged in price fixing, market allocation, among others.	Section 21	One (1) of the companies has settled the matter with the Authority. The Authority is in the process of making determinations for the rest of the companies.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
57.	Hipora Business Solutions E.A. Limited (Hipora) vs Trikand Loss Management Services (Trikand)	Management	The Authority received a complaint from Hipora on alleged business impersonation and disparagement by Trikand in acquiring clients and potential clients of Hipora.	N/A	Investigations are ongoing.

# Compliance Cases

No	Compliance	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status
1.	CAK vs Sunveat Foods Limited	Manufacturing	The Authority initiated investigations into false or misleading representations and non-adherence to Kenyan standards by manufacturers of baby food products.	Section 9	The compliance conducted confirmed that the parties have complied with the Standard.
2.	CAK vs Bakhresa Food Products Limited (Bakhresa)	Fruit Juice	The Authority conducted a market screening on Bakhresa fruit juices where the scope of the screening focused on; product manufacture, product labelling and display, ingredients, contents of products, display of disclaimers among others.	Section 9	The case was closed on grounds that the product was being manufactured in Tanzania and was no longer readily available in the Kenyan market.
3.	CAK vs Bakex Millers Limited	Manufacturing	The Authority conducted a compliance check on Bakex Millers Limited products with regard to the provisions of the Act and the KS EAS 767: 2019 (Fortified Wheat Flour-Specification).	Section 9	The Authority established that Bakex Millers Limited had complied with the Authority's requirements and the matter was closed.
4.	Branch International Limited vs Century Microfinance Bank Limited	Banking	The Authority carried out a compliance check following the approval of the merger between Branch International Limited and Century Microfinance Bank Limited on condition that the acquirer would maintain the same terms of loan.	Section 9	The Authority confirmed compliance with the merger conditions.
5.	Marinvest-ment SR.1 and Ignazio Messina	Shipping	The Authority conducted a compliance check with the orders given on the approved the merger between Marinvestment SRI and Ignazio Messina on condition that all the ring fencing conditions were to be adhered to.	Section 9	The Authority confirmed compliance with the merger conditions.

No	Compliance	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status
6.	KBL Dis-tributorship compliance	Beverages	The Authority initiated investigations against KBL and required them to ensure compliance to the Act by having an Internal Competition Compliance Program and to furnish the Authority biannually with the implementation status.	Section 9	The Authority established that the entity had an internal competition compliance program in place and all the staff therewith had been sensitized.
7.	Khetias Supermarket Limited & SOCs		Following an approval of the merger between Khetias and SOCs on condition that the acquirer would keep the employees of the target, the Authority sought to conduct a compliance check on adherence with its conditions.	Section 9	The Authority confirmed that the merged entity had complied with the employment condition.
8.	CAK vs KAPA Oil Refineries Limited	Manufacturing	The Authority sought to check adherence with its conditions following earlier investigations into claims by Kapa Oil Refineries Limited regarding the contents of their products Tilly Cooking Fat, Rinsun Cooking Oil and Captain Cook Cooking Oil, as well as their labelling.	Section 9	The Authority established that Kapa Oil Refineries Limited had complied by meeting the requirements of KS EAS 38: 2014 on Labelling of pre-packaged foods standard in their labelling of Tilly Cooking Fat, Captain Cook Cooking Oil and Rinsun Cooking Oil products.
9.	Cereal Millers Association (CMA)	Manufacturing	The Authority granted an exemption to Cereal Millers Association (CMA) on condition that they do not share commercially sensitive information among themselves.	Section 9	The Authority confirmed that AFA had been collating the information directly from individual millers in compliance as per the terms of the exemption approval.



No	Compliance	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status
10.	CAK vs Debenharm & Fear Limited	Cosmetics	The Authority carried out compliance check with respect to cosmetics labelling claims.	Section 9	The matter was closed after it was established that the company ceased to import the products that were in violation of the provisions of the Act.
11.	Animal Feeds Association	Manufacturing	The Authority carried out compliance check with respect distribution of the DOSA document and Distributor Agreement.	Section 9	Matter was closed since Unga Feeds Limited rolled out the revised DOSA and Distributors Agreement.
12.	CAK vs Mill Bakers Limited	Manufacturing	The baker had not complied with the standard specifications on labeling with regard to the provisions of labelling and prepackaged food standards.	Section 9	The Authority confirmed that the accused party had complied with the standard specifications (KS EAS 43:2012 and (KS EAS 38:2012). The matter was therefore closed.
13.	Cooper Kenya Brands Limited	Manufacturing (Agrochemical)	Cooper Kenya Brands Limited compliance with the condition to review their Strategic Business Partner Agreements as guided in the Exemption granted.	Section 9	The Authority confirmed that the entity had complied in the review of the strategic business partner agreement.
14.	Shreeji Chemicals Limited and East African Chemicals Limited	Manufacturing	The Authority approved the merger on condition that there would be no cross directorship between the two entities.	Section 9	The Authority confirmed that the entities had complied with the condition of non-cross directorship.
15.	CAK vs Pameri Organic Shear Butter Kenya	Manufacturing (Cosmetics)	The Authority initiated investigations into the batch number, the manufacturing and expiry dates labelling of Shea Fantasy Organic Sheer Oil products by Pameri Organic Shea Butter Kenya.	Section 9	A compliance check was conducted and confirmed that the accused's cosmetic products complied with requirements of KS EAS 346:2013 standard on Labelling of cosmetics- General requirements and the provisions of the Act. The case was closed.

No	Compliance	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status
16.	CAK vs Crown Paints PLC	Manufacturing (Paints)	The compliance was undertaken on the consent order recorded at the Tribunal for Crown Paints PLC to implement an internal competition compliance programme.	Section 9	The Authority established that Crown Paints PLC has complied with the terms of the consent order.
17.	CAK vs Galaxy Paints and Coating Limited	Manufacturing (Paints)	The compliance was undertaken on the consent order recorded at the Tribunal for Galaxy Paints & Coating Limited to implement an internal competition compliance programme.	Section 9	The Authority confirmed that Galaxy Paints has complied with the terms of the consent order.
18.	CAK vs Mini Bakeries Limited	Manufacturing	The Authority conducted compliance check after initiation of labelling of Superloaf bread with the product labelling.	Section 9	The matter was closed because it was established that the accused has complied by installing the print pack machines in the operational branches.
19.	CAK vs Betting Companies	Betting	The Authority initiated a compliance with respect to betting companies.	Section 9	Compliance check ongoing.
20.	CAK vs Uwezo Millers Limited	Manufacturing	The Authority conducted compliance check after initiation of labelling of their bread products.	Section 9	Compliance check ongoing.
21.	CAK vs Akiyda 2000 Limited	Manufacturing	The Authority undertook a compliance check after initiation of investigations into the labelling of Akiyda bread products	Section 9	The Authority confirmed that Akiyda had complied with the installation of the print pack machines in all the operational branches.
22.	Almasi Beverages Limited by Coca-Cola Sabco	Manufacturing (Beverages)	The acquisition of Almasi Beverages Limited by Coca-Cola Sabco.	Section 9	Compliance check ongoing.

No	Compliance	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status
23.	CAK vs Bank Mortgages	Financial Services	Compliance check was conducted regarding terms and conditions for bank mortgages.	Section 9	Compliance check ongoing.
24.	CAK vs. Kansai Plascon Kenya Limited	Manufacturing (Paints)	The Authority initiated a compliance check with Plascon Kenya Limited following the settlement agreement it entered into with the Authority.	Section 9	Compliance check ongoing.
25.	CAK vs Ritz Millers Limited	Manufacturing	Compliance check was conducted regarding the levels of aflatoxin which were found to be higher compared to the required levels.	Section 9	Compliance check ongoing.

# Exemption Cases

No.	Application	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Status
1.	Thika Road Mall (TRM)	Hospitality	Exemption application was in regard to proposed lease agreements between TRM and various restaurants within the mall.	Section 26	The review of the exemption application was closed since the party was not responsive to the additional information especially the details of the lease agreement.
2.	American Airlines & Qatar Airlines	Aviation	The airlines applied for exemptions on coordination on a number of aspects of the services offered including pricing, sales, scheduling and capacity.	Section 25	The Authority granted an exemption with respect to mutually agreed business plan, code sharing, and co-ordination for joint capacity, revenue planning and management, metal neutral selling, alignment of pricing, inventory management, discounts and marketing as well as frequent flyer programs.
3.	East Africa Tea Trade Association (EATTA)	Agriculture	EATTA sought exemption for setting brokerage fees on warehousing.	Section 25	The matter is pending the court's determination.
4.	Kenya Airways PLC vs Precision Airlines Services Limited (Precision Air)	Aviation	The airlines applied for exemptions on coordination on a number of aspects of the services offered including reciprocal code sharing, alignment and coordination of management activities and pricing of ticket fares.	Section 25	Evaluation of the exemption is ongoing.

## Advisories

No.	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/ Determination
1.	Kenya Airways PLC and Precision Air Services Limited (Precision Air)	Aviation sector	The Authority received a request for an advisory opinion from the parties seeking to know if the previous joint venture agreement exemption could be extended upon the expiry of the period granted by the Authority.	Section 25	The parties were informed to apply afresh for the renewal of the exemption as per the provisions of the Competition Act.
2.	Health2Organike	Intellectual Property	The Authority received a request for an advisory on behalf of Vivo La Vida Holding Limited which has successfully trademarked its brand name 'HEALTH2ORGANIKE' and was issued with a Certificate of registration of the trademark by Kenya Industrial Property Institute (KIPI). Specifically, they sought to find out if there are competition concerns that may arise when the company uses the brand name in their company products.	NA	The parties were advised that the arrangement did not fall within the jurisdiction of Act.
3.	Kinyeru Mwago vs National Transport and Safety Authority	Transport	The Authority received a request for an advisory opinion with respect to the implementation of the National Transport and Safety Authority (NTSA) (Transport Network Companies, Owners, Drivers and Passengers) Regulations, 2022 in order to bring fair play in the transport industry. They sought advisory on the level of engagements contract, price mechanism arrangement and revenue sharing agreement which ought to accompany applications to offer transport services in Kenya.	NA	The Authority reviewed the complaint and established that the matter does not fall within the ambit of the Competition Act. The complainant was advised to engage the NTSA in whose jurisdiction the matter directly falls.









No.	Case/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
4..	Crustacean Exporters vs Dealers Association (CEDA)	Fisheries	CEDA complained, among others, that the foreign dealers/exporters of live lobsters and crabs were licensed as investors yet sea food does not require value addition and they were allowed to purchase the products from source. They therefore sought the intervention of the Authority.	NA	The Authority's analysis revealed that the matter does not fall within its mandate because the conduct of the licensing Authority does not constitute trade as envisaged under the Competition Act.





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