COMPETITION AUTHORITY OF KENYA

Creating efficient markets for consumers

ANNUAL REPORT AND FINANCIAL STATEMENTS

FY 2024/25

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

ISO 9001:2015 CERTIFIED

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FOR THE FINANCIAL YEAR ENDED 30TH JUNE, 2025

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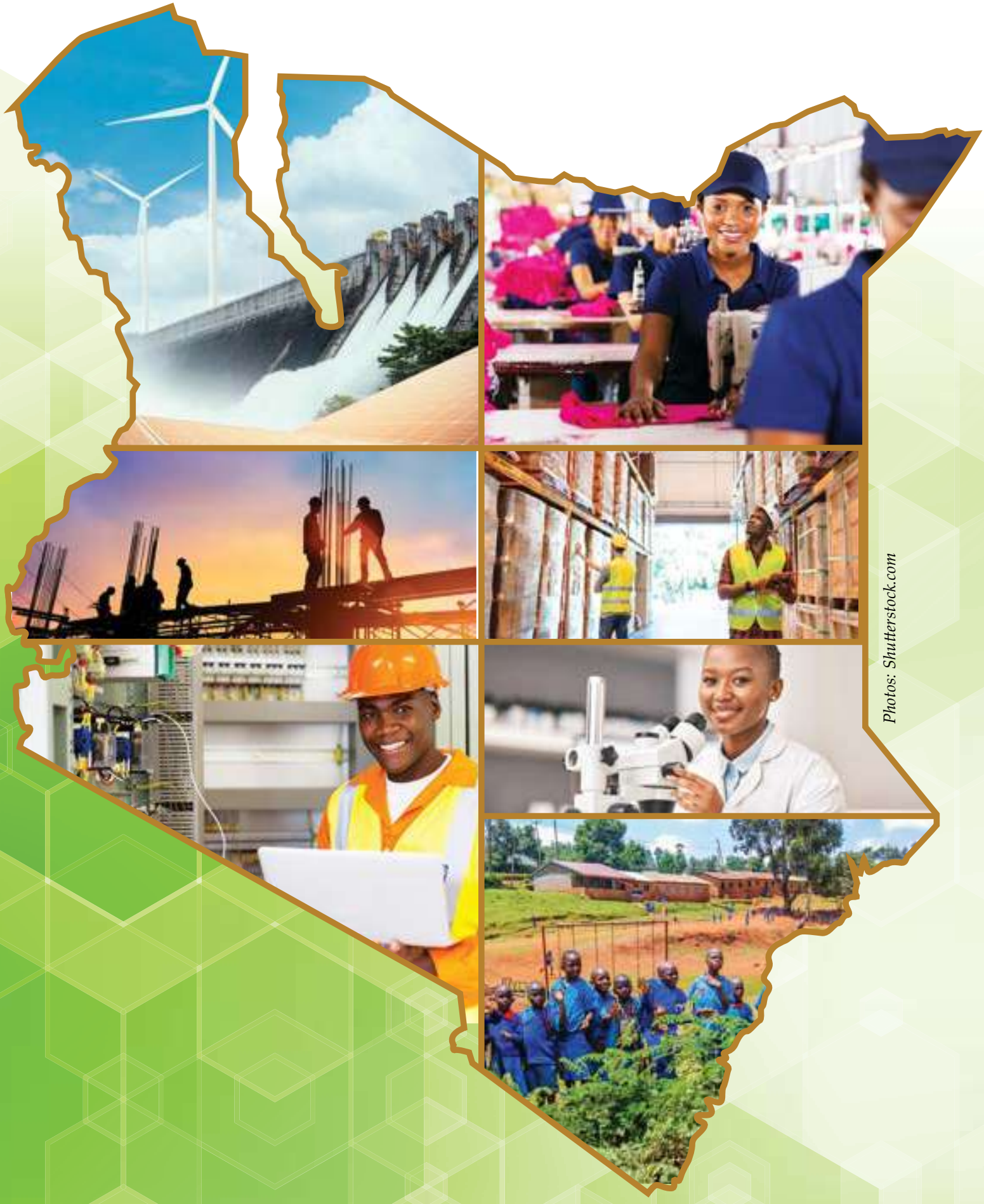

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Acronyms and Definition of Key Terms

a. Acronyms

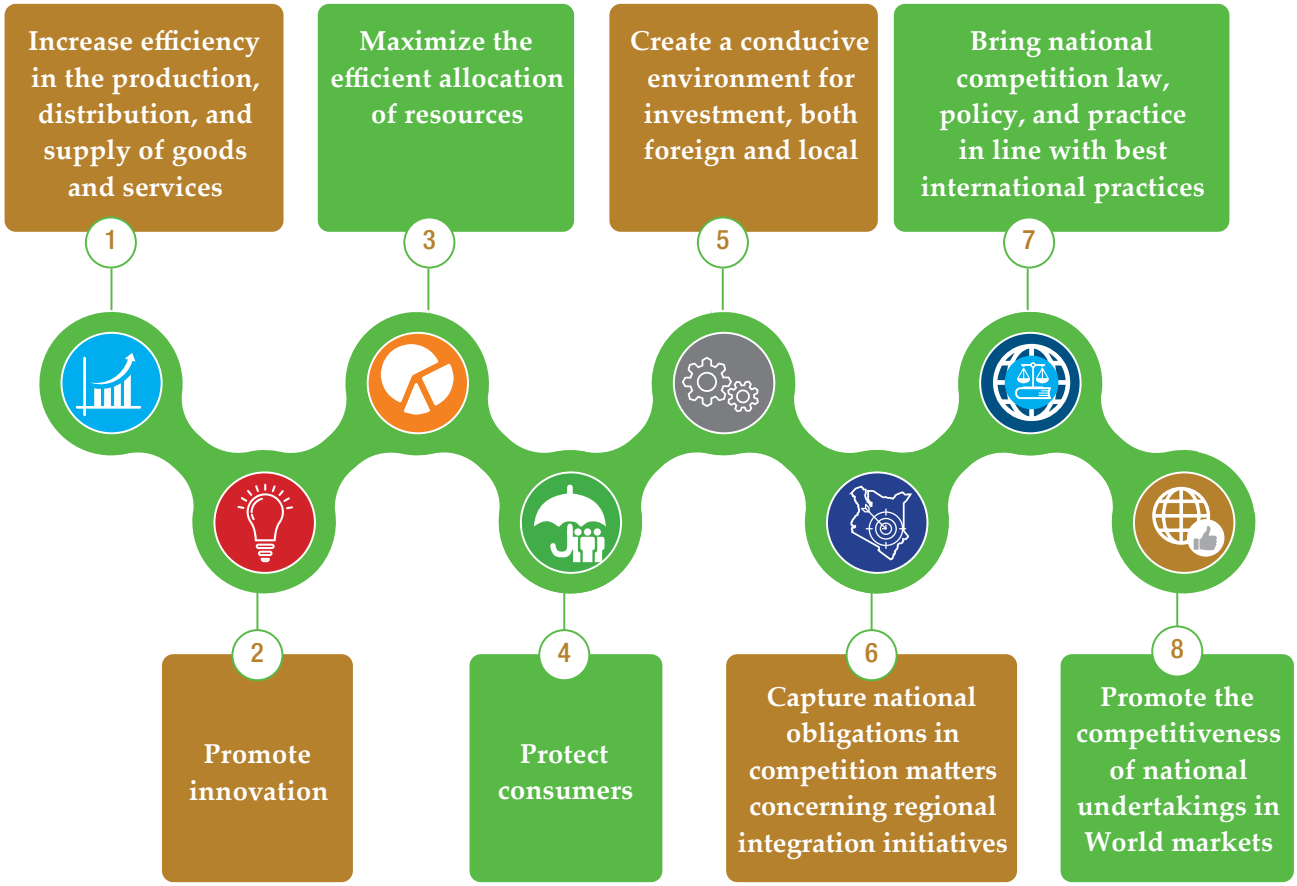
ABP	Abuse of Buyer Power
AfCFTA	African Continental Free Trade Area
AFCL	African Capital Limited AII
AGPO	Access to Government Procurement Opportunities
AI	Artificial Intelligence
AIDS	Acquired Immuno-Deficiency Syndrome
AKI	Association of Kenya Insurers
BCERP	Business Central Enterprise Resource Planner
BCM	Business Continuity Management
BCMS	Business Continuity Management System
BETA	Bottom-Up Economic Transformation Agenda
CA	Communications Authority of Kenya
CAK	Competition Authority of Kenya
CBE	Competency-Based Education
CBK	Central Bank of Kenya
CCC	COMESA Competition Commission
COMESA	Common Market for Eastern and Southern Africa
COSO	Committee of Sponsoring Organizations
CPA	Certified Public Accountant
CSR	Corporate Social Responsibility
DCI	Directorate of Criminal Investigations
DCP	Digital Credit Providers
EACCA	East Africa Community Competition Authority
EAC	East Africa Community
EPZ	Export Processing Zone
ERMF	Enterprise Risk Management Framework
EU	European Union
FMCG	Fast Moving Consumer Goods
FY	Financial Year
GoK	Government of Kenya
HHI	Herfindahl-Hirschman Index
ICN	International Competition Network
ICPAK	Institute of Certified Public Accountants
ICT	Information Communication Technology
IRA	Insurance Regulatory Authority
IRMF	Institutional Risk Management Framework
ISMS	Information Security Management System
JSS	Junior Secondary Schools
KAM	Kenya Association of Manufacturers
KEBS	Kenya Bureau of Standards
KEMRA	Kenya Motor Repairers Association
KIFWA	Kenya International Freight and Warehousing Association
KNCCI	Kenya National Chamber of Commerce and Industry
KNBS	Kenya National Bureau of Statistics
KPI	Key Performance Indicators
KPSA	Kenya Private Schools Association
KUESA	Kenyatta University Economics Students' Association
LC	Local Content
LSK	Law Society of Kenya
MAAK	Motor Assessors Association of Kenya
MNC	Multinational companies
MoU	Memorandum of Understanding

MSMEs	Micro, Small and Medium Enterprises
NCA	National Competition Agencies
NCPWD	National Council for Persons with Disability
NOC	National Oil Corporation
NTSA	National Transport Safety Authority
OECD	Organisation for Economic Co-operation and Development
ODPC	Office of the Data Protection Commissioner
PPRA	Public Procurement Regulatory Authority
PWD	People with Disability
QMS	Quality Management System
RETRAK	Retail Trade Association of Kenya
RTP	Restrictive Trade Practices
SDG	Sustainable Development Goals
SME	Small Medium Enterprises
UNCDF	United Nations Capital Development Fund
WCO	World Customs Organisation
WCRD	World Consumer Rights Day
WTO	World Trade Organization
YPP	Young Professionals Program

Key Entity Information and Management

Background information

The Competition Authority of Kenya ('**the Authority**') is established under section 7 of the Competition Act, Cap 504, Laws of Kenya ('**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 Report captures the overall performance of the Authority, based on its key interventions and performance indicators.

This Report also 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; the number and nature of investigations completed and continuing; and significant studies and market inquiries completed during the Financial Year 2024/2025. 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.

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.

Motto

Creating efficient markets for consumers.

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.

Principal Activities

The Authority's mandate is to promote and safeguard competition in the national economy and to protect consumers from unfair and misleading market conduct. This, 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 insofar 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 bodies;

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 particular sector 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.

Key Management

No.	Designation	Name
1.	Board Chair	Mr. Shaka Kariuki
2.	Board Member	Mr. Stephen Githinji
3.	Board Member	Mr. Joseph Zacharia Ngugi
4.	Board Member	Mr. Joseah Rotich
5.	Board Member (Exited in FY 24/25)	Ms. Lena Munuve
6.	Board Member (Exited in FY 24/25)	Dr. David Wanyama, PhD
7.	Board Member (Exited in FY 24/25)	Dr. Alome Achayo, PhD
8.	Board Member (Exited in FY 24/25)	Mr. Abdi Mohammed
9.	Director General	Mr. David Kemei
10.	Director, Policy, Research, Risk and Quality Assurance	Dr. Adano Wario Roba, PhD
11.	Director, Corporate Services	Mr. Eric Mwangi
12.	Director, Competition and Consumer Protection	Mr. Joel Omari
13.	Ag. Corporation Secretary and Manager Legal	Mr. Maurice Nzuki
14.	Manager, Internal Audit	Mr. Ochieng' Ochiel
15.	Manager, Buyer Power	Dr. Priscillah Njako, PhD
16.	Manager, Communication and External Relations	Mr. Mugambi Mutegi
17.	Manager, Supply Chain Management	Mr. Walter Masinde
18.	Manager, Consumer Protection	Mr. Boniface Kamiti
19.	Manager, Planning, Policy and Research	Ms. Ninette Mwarania
20.	Manager, Mergers and Acquisition	Mr. Raphael Mburu
21.	Manager, Finance	CPA Ambrose Ageng'a
22.	Manager, ICT	Ms. Mercelline Anduro
23.	Principal Risk and Quality Assurance Officer	Ms. Beryl Mwandale
24.	Manager, Human Resource and Administration	CHRM Rachael Okuom
25.	Manager, Enforcement and Compliance	CPA Bernard Ayieko

Fiduciary Management

No.	Designation	Name
1.	Director General	Mr. David Kemei
2.	Director Corporate Services	Eric Mwangi
3.	Manager Finance	Ambrose Ageng'a
4.	Manager Supply Chain Management	Walter Masinde
5.	Director Policy, Research, Risk and Quality Assurance	Dr. Adano Wario Roba, PhD
6.	Director Competition and Consumer Protection	Joel Omari

Fiduciary Oversight Arrangements

The following are the Board committee and members who provided fiduciary oversight during the year;

Technical & Strategy Committee

No.	Designation	Name
1.	Mr. Joseah Rotich	Chair
2.	Mr. Stephen Githinji	Member
3.	Mr. Joseph Ngugi	Member

Audit Committee

No.	Designation	Name
1.	Mr. Stephen Githinji	Chair
2.	Mr. Joseah Rotich	Member
3.	Mr. Joseph Ngugi	Member

Finance and Human resource committees were not constituted as the terms of Independent board members expired in the 2nd quarter of this year. Finance and Human resource matters are currently presented to full board pending appointment of new board members.

Headquarters

15th Floor CBK Pension Towers

Harambee Avenue

P.O. Box 36265 – 00200

NAIROBI, Kenya

Contacts

Tel: +254-20-2628233 or
+254-20-2779000

Email: *info@cak.go.ke*

Website: *www.cak.go.ke*

Bankers

Central Bank of Kenya

Haile Selassie Avenue | P.O. Box 60000
City Square 00200 Nairobi, Kenya

Other Banks

Kenya Commercial Bank Limited

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

National Bank of Kenya

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

ABSA Bank

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

Family Bank Limited

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

Independent Auditors

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

Principal Legal Adviser

The Attorney General

State Law Office and Department of Justice

Harambee Avenue | P.O. Box 40112

City Square 00200, Nairobi, Kenya

Other Legal Advisors

No.	Name of Law Firm	Address
1.	**Office of the Attorney General & Department of Justice**	Sheria House, Harambee Avenue, P.O. Box 40112-00100, Nairobi.
2.	**Rachier & Amollo Advocates**	Mayfair Center Ralph Bunche Road, P.O. Box 55645-00200, Nairobi.
3.	**Wesonga, Wamalwa & Kariuki Associates Advocates**	Embassy House, Harambee Avenue, P.O. Box 45770-00100 Nairobi.
4.	**Ramadhan Mukira Advocates**	Manga House, Kiambere Road Upperhill, P.O. Box 103797 - 00101, Nairobi.

BOARD OF DIRECTORS
FY 2024/2025

Mr. Shaka Kariuki

Date of Birth: 5th April 1969

Designation: Board Chair

Term: Appointed in February, 2023

Mr. Kariuki was appointed Chairperson of the Board of Directors for three years, with effect from 10th 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 the 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 private equity, fixed income, domestic and emerging markets, investment banking, and hospitality.

Mr. Kariuki received a Master's in Government from Harvard University and holds a B.S. in Economics and an 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. ■

Mr. David Kemei

Date of Birth: 12th December, 1964

Designation: Director-General

Term: Appointed in October, 2024

Mr. Kemei was appointed as the Authority's Director-General on 7th October, 2024. In this role, he is tasked with championing and spearheading the execution of the Authority's mandate as outlined in the Competition Act CAP 504.

He has a wealth of expertise and knowledge spanning over 30 years in various sectors, including regulatory, financial, academia, health, tourism, energy, commercial and corporate governance, with over fifteen years in senior leadership roles. His skillset includes corporate and financial management, accounting, project implementation, resource mobilization, collaboration with global agencies, and stakeholder management.

Mr. Kemei holds a Master's degree in Business Administration and a Bachelor's degree in Commerce from the University of Nairobi. He is a qualified public accountant, a Certified Regulation Specialist, and a certified practitioner in executive coaching.

He previously worked at DGMB Training Solutions Ltd, the Electricity Regulatory Board (now the Energy and Petroleum Regulatory Authority), the Nation Media Group, Windsor Golf Hotels & Country Club Ltd, Kenya Shell (now Vivo Energy) and lectured at five (5) universities, among others. In addition, he has served on public sector Boards as a chairperson and director at Kenya Reinsurance Corporation, Zep Re, and Kenya Medical Training College. He has served as the chair of the audit committee at the Commission for Revenue Allocation. ■

Mr. Stephen Githinji

Date of Birth: 29th June 1985

Designation: Alternate to the Hon. Attorney-General

Term: Appointed in January, 2023

Mr. Githinji is a State Counsel in the Office of the Attorney-General and Department of Justice. He has experience in strategic public interest litigation in constitutional, environmental and electoral law and practice. He is an advocate of the High Court of Kenya and holds a Bachelor of Laws Degree from the Catholic University of Eastern Africa and a Postgraduate Diploma in Law from the Kenya School of Law. ■

Mr. Joseph Zacharia

Date of Birth: 14th June 1966

Designation: Alternate to the Principal Secretary, The National Treasury and Economic Planning

Term: Appointed in March, 2024

Mr. Ngugi is the Director of Macro Planning in the Macro and Fiscal Affairs Department at the National Treasury. Mr Ngugi heads the Tax Policy Division at the National Treasury. He represents the Principal Secretary of the National Treasury in Kenya Petroleum Refinery Limited. He holds a Bachelor of Arts (Economics and Sociology) Degree from Egerton University and a Master of Arts (Economics) from the University of Nairobi. Mr Ngugi has excellent knowledge of tax policy with over twenty years of experience. He has spearheaded the preparation of the Excise Duty Act, 2015, the Tax Procedures Act, 2015, the Tax Appeals Tribunal Act, 2013, Act, the Miscellaneous and Fees Act, 2016, and the VAT Act, 2013. He also participated in the preparation of the East African Community Customs Management Act, 2004 and the East African Community Common External Tariff.

Mr Ngugi also participates in the review of the domestic tax legislation every year and participates in East African Community meetings on Customs and other tax-related matters. Mr. Ngugi has previously served as alternate Director at the Kenya Trade Network Agency, Retirements Benefits Authority, and Coffee Development Fund. ■

Mr. Joseah Rotich

Date of Birth: 19th 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 of experience in trade policy, he has leadership and strong coordination skills along with long-term experience in trade negotiations. He has spearheaded several 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) in International Economic Law, and Diploma in Multilateral Diplomacy/Conferencing from the United Nations Institute for Trade and Research (UNITAR), a Bachelor of Arts (Economics) Hons, from Moi University, among other trainings on trade policy including WTO, and Leadership. ■

Mr. Maurice Nzuki

Date of Birth: 30th June 1987

Designation: Ag. Corporation Secretary & Manager, Legal Services

Term: Appointed in June, 2024

Mr. Maurice Nzuki is an advocate of the High Court of Kenya of 13 years standing, having been admitted in the year 2012. He is responsible for providing secretarial services to the Competition 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, he served as the Senior Legal Officer at the Competition Authority of Kenya and worked as a Senior Associate at Muriithi Kireria and Associates and an Associate at Nyamu and Nyamu LLP.

Mr. Nzuki holds a Master's in Law from the University of Nairobi, a Bachelor of Law degree from the Catholic University of Eastern Africa and a Postgraduate Diploma in Law from the Kenya School of Law. He is an advocate of the High Court of Kenya, a member of the Law Society of Kenya, and the East Africa Law Society, being a member of the In-House Committees in both societies. He is also a Certified Public Secretary, CPS(K) and a member of the Institute of Certified Secretaries of Kenya (ICS). Mr. Nzuki is a Chartered Mediator (ICMC) and has also been trained in competition law, consumer protection law, management and legal audit among others. ■

THE YEAR IN PICTURES

COMPETITION AUTHORITY OF KENYA

73rd Antitrust Law
SPRING
MEETING
April 2-4, 2025

Management Team

David Kemei

Designation: Director-General

Term: Appointed in October 2024

Dr. Kemei was appointed as the Authority's Director-General on 7th October, 2024. In this role, he is tasked with championing and spearheading the execution of the Authority's mandate as outlined in the Competition Act CAP 504.

He has a wealth of expertise and knowledge spanning over 30 years in various sectors, including regulatory, financial, academia, health, tourism, energy, commercial and corporate governance, with over fifteen years in senior leadership roles. His skillset includes corporate and financial management, accounting, project implementation, resource mobilization, collaboration with global agencies, and stakeholder management.

Mr. Kemei holds a Master's degree in Business Administration and a Bachelor's degree in Commerce from the University of Nairobi. He is a qualified public accountant, a Certified Regulation Specialist, and a certified practitioner in executive coaching.

He previously worked at DGMB Training Solutions Ltd, the Electricity Regulatory Board (now the Energy and Petroleum Regulatory Authority), the Nation Media Group, Windsor Golf Hotels & Country Club Ltd, Kenya Shell (now Vivo Energy) and lectured at five (5) universities, among others. In addition, he has served on public sector Boards as a chairperson and director at Kenya Reinsurance Corporation, Zep Re, Kenya Medical Training College. He has served as the chair of the audit committee at the Commission for Revenue Allocation.

Dr. Adano W. Roba, PhD

Designation: Director Policy, Research, Risk and Quality Assurance

Dr. Roba has broad areas of interest in applied research and has over 20 years of research and policy experience. He joined the Authority in July 2018 and is responsible for developing effective strategies for economic analysis, policy, research, quality management systems, 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 task forces 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 the 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 several monographs, peer-reviewed articles, and book chapters to his name, and also in collaboration with colleagues.

Dr. Adano was the Acting Director General of the Authority from January 2023 to October 2024. ■

Eric Mwangi

Designation: Director, Corporate Services

Mr. Mwangi joined the Authority in December 2014 as the Manager of Internal Audit. He was appointed Director of Corporate Services in February 2018. He has over nineteen (19) years' experience in auditing Government Parastatals. Previously, he has worked with the Kenya National Bureau of Statistics (KNBS), the Kenya Film Commission (KFC), and the Office of the Auditor General (OAG).

He holds a Master of Business Administration (Finance Option) and a 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). Mr. Mwangi 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. ■

Joel Amenya Omari

Designation: Director, Competition and Consumer Protection

Mr. Omari is a public-sector legal counsel with over 15 years of 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. Before his appointment, Mr. Omari served as the Principal Legal Officer and Head of the 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 at the Office of the Attorney General, where he served as State Counsel. He holds a Master's Degree in Competition Law from the Brussels School of Competition, a Master's Degree in Law from the University of Zimbabwe, a Bachelor of Laws from the University of Nairobi, and a Postgraduate Diploma in Law from the Kenya School of Law.

He is an Advocate of the High Court of Kenya, a member of the Law Society of Kenya and the East Africa Law Society. Additionally, he is a Certified Public Secretary CPS(K) and a member of the Institute of Certified Secretaries of Kenya (ICS). His training spans various fields including competition law, consumer protection law, trial advocacy, prosecution, negotiation, witness and victim protection, leadership, management, and communication. ■

Maurice Nzuki

Designation: Ag. Corporation Secretary & Manager, Legal Services

Mr. Maurice Nzuki is an advocate of the High Court of Kenya of 13 years standing, having been admitted in the year 2012. He is responsible for providing secretarial services to the Competition 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, he served as the Senior Legal Officer at the Competition Authority of Kenya and worked as a Senior Associate at Muriithi Kireria and Associates and an Associate at Nyamu and Nyamu LLP.

Mr. Nzuki holds a Masters in Law from the University of Nairobi, a Bachelor of Law degree from the Catholic University of Eastern Africa and a Postgraduate Diploma in Law from the Kenya School of Law. He is an advocate of the High Court of Kenya, a member of the Law Society of Kenya, and the East Africa Law Society, being a member of the In-House Committees in both societies. He is also a Certified Public Secretary, CPS(K) and a member of the Institute of Certified Secretaries of Kenya (ICS). Mr. Nzuki is a Chartered Mediator (ICMC) and has also been trained in competition law, consumer protection law, management and legal audit, among others. ■

Ochieng' Ochiel

Designation: Manager, Internal Audit

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

Before he was appointed the Manager of Internal Audit at the Authority, 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 Systems and Control Association (ISACA). ■

Dr. Priscilla Njako, PhD

Designation: Manager, Buyer Power

Dr. Njako joined the Authority in March 2019 as the inaugural manager for the Buyer Power Department. With a career experience spanning 25 years, she has served in various leadership positions with teaching and consultancy engagements in corporate law, competition law and regulatory governance at the Catholic University of Eastern Africa and Strathmore University, as well as in legal practice.

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. She has a keen interest in the enforcement of competition law in ways that are apt for the needs of developing countries and is both a published author and a frequent commentator on the intersection of competition law and economic inclusion.

Priscilla holds a Doctorate in Competition Law from the University of Pretoria, a Master of Laws Degree (LLM) from the University of South Africa, a Bachelor of Laws Degree (LLB) from the University of Nairobi and a Diploma in Law from the Kenya School of Law. She also holds a Certified Public Secretaries qualification (CPSK) from the 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. ■

Mugambi Mutegi

Designation: Manager, Communications and External Relations

Before joining the Authority, 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 informed 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 key stakeholders. Mugambi's background working at a leading media company has benefited the Authority as it seeks to strengthen its relations with members of the 4th 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. ■

Walter Masinde

Designation: Manager, Supply Chain Management

Mr. Masinde holds a Master of Business Administration (MBA) degree (Procurement & Supply Chain Management) from the University of Nairobi, a Bachelor of Business Administration (BBA), and a postgraduate Diploma in Purchasing and Supply Chain Management (CIPS-UK), a 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 of experience.

Boniface Kamiti

Designation: Manager, Consumer Protection

Mr. Boniface Kamiti joined the Authority in February 2015. He heads the Consumer Protection Department, overseeing the investigation and resolution of consumer-related complaints and issues. Before 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 in Economic Policy and Management from the University of Nairobi, and a Bachelor of Arts in Social Science (Economics) from the Catholic University of Eastern Africa. He has over 15 years of experience in arbitration, conducting consumer-related investigations, programme and project management, Results-Based Management, and stakeholder management.

Ninette K. Mwarania

Designation: Manager, Planning, Policy and Research

Ninette provides leadership in Research, corporate planning and policy development, which are critical to advancing 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 corporate performance monitoring and evaluation.

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. In addition, she is pursuing a Master of Commerce in Competition and Economic Regulation at the University of Johannesburg. 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). ■

Raphael Mburu

Designation: Mergers and Acquisitions

Mr. Mburu joined the Authority in December 2014. He possesses advanced skills in Competition Law and Economics dealing with the regulation of market structure. He holds a Master of Business Administration (Leadership and Sustainability) from the University of Cumbria, a 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 the Competition Law Association, the British Group of the International League of Competition Law (Ligue Internationale du Droit de la Concurrence - LIDC). ■

CPAAmbrose Ageng'a

Designation: 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 of work experience in both the private and public sectors, having previously worked in corporates 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. ■

Mercelline Anduro

Designation: Manager, Information and Communications Technology (ICT)

Ms. Anduro has over 14 years of 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 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. ■

Beryl Mwandale

Designation: 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 twelve 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. ■

CHRP, Rachel Okuom

Designation: Manager, Human Resources and Administration

Ms. Okuom has more than 14 years' experience in managing Human Resource functions in both Public and Private sectors. She currently provides leadership in the development and implementation of HR strategies, policies, and programs that enable the Authority to effectively deliver on its mandate.

She holds a Master of Business Administration (Strategic Management) from the University of Nairobi and a Bachelor's Degree in Business Management (Human Resource) from Masinde Muliro University. She is a Certified Human Resource Practitioner (CHRP), a trained workplace counsellor, a Certified Professional Coach (CPC), and an ISO 9001:2008 Certified Auditor. Ms. Okuom is also a full and active member of the Institute of Human Resource Management (IHRM). ■

CPA Benard Ayieko

Designation: Manager, Enforcement & Compliance

CPA Benard Ayieko is an Economist, Lawyer, Certified Secretary (CS) and a Certified Public Accountant (CPA). He joined the Authority in December 2016 as a Senior Advocacy Officer in charge of Policy, Research and Advocacy. Currently, he leads a team of investigators responsible for carrying out investigations, competition analysis and sanctioning of Restrictive Trade Practices (RTPs). He has over sixteen (16) years' work experience in policy, research, advocacy and trade and investment. He has also worked for a diplomatic mission, international audit, tax and advisory firm, commercial bank, a NGO and in the capital markets field.

He holds a Master of Arts (Economics), Bachelor of Arts (Economics) and Bachelor of Laws (LL. B) degrees (all from the University of Nairobi). He also holds a post-graduate diploma in Law from the Kenya School of Law and a diploma in Banking & Finance. He is a Certified Public Accountant (CPA) and a member of the Institute of Public Accountants of Kenya (ICPAK). He is a Certified Secretary (CS) and a member of the Institute of Certified Secretaries of Kenya (ICS). He is an Advocate of the High Court of Kenya and a member of the Law Society of Kenya (LSK). He has numerous certificates on competition law training and is a certified Quality Management System ISO 9001:2008 Lead Auditor. He is an accredited African Development Educator (ADE), a certified Director with the Institute of Directors Kenya (IOD-K) and a Member of Public Relations Society of Kenya (PRSK). ■

CHAIRMAN'S STATEMENT

> **During the period under review, the Authority implemented the final phase of its 3rd Strategic Plan 2021 - 2024. Our internal assessment indicates that we delivered on 93% of our targets, representing an improvement from the 90% recorded in our 2nd Strategic Plan.**

It gives me utmost pleasure to present to you the Authority's Annual Report and Financial Statements for the FY 2024/25. The report highlights the Authority's efforts to promote markets competition and enhance consumer welfare, and also presents our financial performance.

Global economic growth is projected to slow down in 2025, with the World Bank forecasting global GDP growth to weaken to 2.3% and the OECD projecting a slowdown to 2.9%. Rising trade tensions, policy uncertainty, and tighter financial conditions largely drive this. This slowdown is anticipated to be more pronounced in advanced economies. Closer home, the Economic Survey 2025 confirmed Kenya's economy grew by 4.7% in 2024. This growth was largely driven by vibrant agriculture, financial and insurance services, manufacturing, real estate, and transport and storage sectors, which underpin the National Treasury's projection of a rebound to 5.3% in 2025. The country's interconnectivity with the global economy has made the economy competitive globally, and in attracting foreign direct investment. This was evidenced by an increase in the high-value merger transactions notified to the Authority.

During the period under review, the Authority implemented the final phase of its 3rd Strategic Plan 2021 - 2024. Our internal assessment indicates that we delivered on 93% of our targets, representing an improvement from the 90% recorded in our 2nd Strategic Plan. This Strategic Plan was anchored on three pillars - delivering effective enforcement, research and advocacy, and visibility and organizational sustainability. These ensured that the Authority directed its critical resources and efforts to delivering its mandate.

The pillar on delivering effective enforcement focused on increasing deterrence of anti-competitive practices and abuse of buyer power, regulation of market structure, and enhancing consumer welfare. Specifically, our interventions in the steel, retail and financial sectors saw penalties totalling KES 1.44 billion imposed to remedy anti-competitive conduct by major players.

An assessment conducted on select decisions taken by the Authority indicated that consumer savings of over KES 900 million were realized in the paints and cement sectors. In addition, KES 76.29 million was recovered from powerful buyers, securing the survival of SMEs. Further, merger approvals unlocked investments worth over KES 25 billion, contributing to employment creation and increased consumer choice.

From a consumer welfare perspective, the Authority's enforcement footprint is visible in key sectors such as financial services, health and manufacturing, where corrective action against misinformation by manufacturers on product composition and quality was taken during the reporting period. Additionally, we secured refunds, repairs, or replacements worth KES 21.4 million through the resolution of consumer complaints. Consumer education was integrated into the Junior Secondary Schools' curriculum to empower learners about their rights early in life.

Under the research and advocacy pillar, we engaged over 5,000 stakeholders, including businesses, SMEs, and public officers, aimed at deepening the competition culture and enhancing compliance. Regionally, we worked with peer agencies to tackle cross-border challenges in digital markets and extinguish anti-competitive behaviours. In addition, three market inquiries in the digital markets and the agriculture sector were finalized. Policy recommendations have been implemented to enhance the competitiveness of the business environment in Kenya. Notably, the Animal Feeds Market Inquiry was recognized at the 2025 International Competition Network Annual Conference as an initiative that not only supports the government agenda on food security and nutrition but also enhances regional trade and integration through competitive markets.

While we celebrate these achievements, the Authority continues to navigate an evolving regulatory landscape, including the rapid evolution of digital markets. These dynamics underscore the critical focus of our 4th Strategic Plan, FY 2023 - 2027, whose clarion call is, "*Promoting and Sustaining Enforcement for Enhanced Consumer Welfare.*" Stakeholders should therefore expect to see enhanced enforcement action with regard to deterring anti-competitive conduct, sanctioning abuse of buyer power, and efforts targeted at enhancing consumers' welfare. These initiatives shall be aligned with emerging issues in our markets, including Big Data, Artificial Intelligence, and climate change and sustainability.

Lastly, I take this opportunity to record my sincere gratitude to all our stakeholders, especially the National Treasury, as well as development partners, for their continued support in our mandate execution. I also wish to appreciate my colleagues on the Board and staff for their invaluable contribution and dedication in supporting the Authority's mandate. I look forward to a vibrant FY 2025/26.

Shaka Kariuki

Board Chair

REPORT OF THE DIRECTOR GENERAL

> **During the year under review, the Authority continued to focus its interventions on sectors that have a significant impact on the majority of the Kenyan population, have a positive multiplier effect on the economy, and address emerging issues, while seeking to foster innovation, growth, and sustainability in our economy.**

I present to you the FY 2024/25 Annual Report and Financial Statements outlining the Authority's activities and achievements over the past twelve (12) months. Our interventions in various sectors of the economy focused on enhancing the competitiveness of our markets, locally and internationally, therefore enhancing consumer welfare.

A comprehensive account is provided in the main report, where all functional units have detailed their accomplishments during this reporting period. Our targets and achievements were guided by the Authority's 3rd Strategic Plan FY 2021 - 2024, which concluded on June 30, 2025. Our initiatives are aligned with the Government priorities contained in the Vision 2030 Blueprint, the Sustainable Development Goals, and the Bottom-Up Economic Transformation Agenda (BETA), among others.

During the year under review, the Authority continued to focus its interventions on sectors that have a significant impact on the majority of the Kenyan population, have a positive multiplier effect on the economy, and address emerging issues, while seeking to foster innovation, growth, and sustainability in our economy. To this end, the Authority extinguished anti-competitive practices and consumer rights infractions. Our work protected SMEs from exploitation by large businesses and ensured consumers have a choice of goods and services, access to competitively priced products, and enjoy the benefits of innovation. These efforts were driven through sector-specific investigations.

We have noted a 37% increase in consumer complaints lodged with the Authority, increasing from six hundred and sixty-eight (668) cases in FY2023/24 to nine hundred

and fifteen (915) cases in FY2024/25. This surge is attributable to sustained efforts to raise awareness among consumers about their rights and obligations, and the Authority's robust complaints-handling mechanisms. Overall, the Authority's interventions resulted in savings of KES 21.4 million from consumer redress. While these numbers are encouraging, we remain committed to bolstering our presence at the grassroots.

We widened our reach by collaborating with the Ministry of Education to sensitize 49,321 learners and 885 teachers in 96 Junior Secondary Schools across Makueni, Tharaka Nithi, Nairobi, and Homa Bay Counties on competition and consumer protection concepts.

One way of gauging the economic environment is through merger control. These transactions are a pointer to the attractiveness of the economy to local and international investors. During the year under review, the Authority received a total of one hundred and twenty-eight (128) merger applications, marking a 20% increase from the previous year's one hundred and seven (107) applications. The manufacturing, finance & insurance, and the distribution sectors accounted for 52.9% of the merger notifications, signifying their importance in the overall economic landscape.

We recognize that businesses could leverage Artificial Intelligence (AI) and Big Data to distort markets, making their covert operations hard to detect. Indeed, cartel conduct cases typically take up to three years from the fact-finding stage to closure, and the rise of digital technologies adds further complexity to detection. To address this, we have set up a forensic laboratory to aid in evidence collection, analysis, and reporting for investigations.

Abuse of buyer power dampens the competitiveness of markets through conduct such as reducing supply prices by significant amounts, threats of termination or unilateral termination of contracts without a reasonable justification, delaying payments, refusal to receive or return goods without justifiable reasons, and transfer of costs or risks to suppliers. In the year ending June 2025, the Authority's interventions secured the sustainability of SMEs in various sectors by recovering delayed payments owed to suppliers amounting to KES 76.29 million, thereby contributing to job preservation and SME sustainability in the economy.

To better understand our markets, including the level of competition, barriers to entry, and any consumer welfare concerns, the Authority conducted two market inquiries focusing on the animal feeds and fertilizer sectors. The animal feeds inquiry revealed that regulatory challenges and market concentration led to high prices and provided solutions to

37%

increase in consumer complaints lodged with the Authority, from 668 cases in FY2023/24 to 915 cases in FY2024/25.

128

Merger transactions in various sectors analysed by the Authority during the period under review, a 20% increase from the previous year's 107 applications.

KES 76.29M

Amount in delayed payments owed to suppliers recovered through the Authority's interventions, from KES 89 million recovered from the last reporting period, securing the sustainability of SMEs in various sectors.

ameliorate the situation. Additionally, the Authority conducted a market study focusing on the internet provision services and an ex-post evaluation of its past decisions and interventions on abuse of buyer power in the Kenyan retail chain sub-sector (supermarkets). The recommendations from these studies will enhance decision-making to create efficient markets for consumers.

To promote stakeholder engagement and compliance with the Act, the Authority escalated its advocacy efforts by engaging various stakeholders, including County Governments, Academia, the Legal Fraternity, and sector regulators, among others. Moreover, in line with our advisory role, we provided opinions to various policymakers to ensure that legislation and policies developed are pro-competitive. We also participated in various regional and international forums to articulate our position on competition and consumer welfare.

In enhancing the Authority's visibility and corporate image, we undertook various activities and programs geared towards increasing awareness of the Act among our stakeholders. 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 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.

The achievements highlighted would not have been possible without the support of its highly skilled employees, who diligently execute its mandate. It remains our resolve to empower our employees with the requisite technical skills and competencies to execute their tasks, with a key focus on ensuring they are well-honed regarding emerging areas in competition law enforcement.

We are also grateful to our parent Ministry, the National Treasury, for their continued budgetary support and policy guidance. The Board has instrumental in facilitating the Authority to achieve its targets. We appreciate our stakeholders who have supported our quest to create efficient markets for Kenyan consumers.

Looking ahead in the Financial Year 2025/26, the Authority plans to implement the initiatives outlined in the 4th Strategic Plan, which will run from 1st July, 2025 to 30th June, 2028 as we continue to strengthen our collaborations with other regional bodies, learning institutions, and regulators.

One of our intentions is to increase investigations against anti-competitive conduct across key sectors of the economy, with the aim of extinguishing practices like price fixing, abuse of dominance and market allocation. By the end of the planning period, we intend to increase our consumer-related cases by 120%, comprising cases submitted by Kenyans as well as investigations initiated on our own volition. We also plan to conduct more market inquiries into key sectors of the economy, take corrective enforcement actions where applicable, and propose appropriate policy recommendations. We acknowledge that Kenyans want us to engage more with them. To meet this, we shall invest in more awareness creation activities through social and traditional media channels. In the medium term, we intend to bring our services closer to citizens, possibly through collaborating with *Huduma* Centres.

David K. Kemei

Director-General

Statement of Performance Against Predetermined Objectives for FY 2024/25

Section 81 Subsection 2 (f) of the Public Finance Management Act, 2012 requires the Director General to include in the financial statement, a statement of the national government Entity's performance against predetermined objectives.

The Authority has three strategic pillars and 13 objectives within the current Strategic Plan for the FY 2021/2024. These strategic pillars are as follows:

PILLAR 1:

Delivering Effective Enforcement

This relates to the regulation of market conduct and Market Structure. Market Conduct involves deterrence of abuse of buyer power, anti-competitive Practices, consumer contraventions, and mergers implemented without the approval of the Authority. Market structure, on the other hand, involves approval of mergers notified to the Authority;

PILLAR 2:

Research & Advocacy

This entails conducting market inquiries and studies to support optimal decisions by the Authority. Further, to deepen the competition culture, the Authority engages stakeholders through various platforms Such as conferences, workshops, and country engagement; and

PILLAR 3:

Visibility and Organizational Sustainability

This involves management of resources, leveraging ICT and activities that increase awareness of the Authority and its mandate.

The Authority develops its annual work plans based on the above three pillars. Assessment of the Board's performance against its annual work plan is done on a quarterly basis. The Authority achieved its performance targets set for the FY 2024/25 period for its three strategic pillars, as indicated in the following table:

Strategic Goal	Objective	Key Performance Indicators	Target	Achieve-ments	Remarks
Delivering Effective Enforcement	To reform the Merger Analysis Process to Minimize Financial Burden on Businesses	% of Merger Notifications finalized	100	98	The pending 2% is constituted of mergers that were notified towards the end of the FY
	To Enhance Deterrence of Unfair Market Conduct to Safeguard Access to Markets and Consumers	% of ABP cases finalized	100	65	The negative deviation was occasioned by an increase in the number of complaints received as against the human resource available.
	Increase detection and take measures to address misleading and unfair practices that harm consumers	% of consumer cases finalized	72	55	The negative deviation was occasioned by an increase in the number of complaints received as against the human resource available. The number of consumer complaints received increased from 665 in 2023/24 cases to 915 in 2024/25
	To enhance deterrence of anti-competitive practices for sustained consumer welfare	% of cases concluded	100	39	The negative deviation was occasioned by an increase in the number of complaints received against the human resource available. The number of RTP cases received increased from 73 in 2023/24 cases to 75 in 2024/25
Research & Advocacy	To advance knowledge of sectoral and emerging markets	No. of research reports	2	2	Animal feed market inquiry was finalized, and the fertilizer inquiry was initiated
	To Enhance Effective Advocacy	No. of conferences on Competition and Consumer Protection	2	2	International Competition Network and Consumers International Congress
Visibility and Organizational Sustainability	Increase awareness	% determi-nations pub-lished	100	100	All decisions and determinations were published

Corporate Governance Statement

The Authority is committed to maintaining the highest standards of integrity, professionalism, ethics, and compliance with all applicable laws in its operations. In the performance of its functions, the Authority is guided by the Constitution of Kenya, 2010, the 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 Chairperson

The Chairperson provides leadership and governance and fosters the environment for the overall Board and individual Directors' 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 the Board level. The Chairperson ensures that the Board plays a full and constructive part in the development and determination of the Authority›s strategies and policies. He ensures that the Board is furnished with timely and sufficient information to enable it to discharge its duties effectively.

Members of the Board

Section 10 of the Act provides for the composition of the Board. It comprises the Chairperson, the Principal Secretary for the National Treasury, the Principal Secretary, State Department for Trade and Industry, and the Hon. Attorney-General. Members of the Board 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.

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

(b) Establishing short- and long-term goals of the Authority and developing strategies to achieve these goals;

(c) Monitoring the Authority's performance against these set goals;

(d) Overseeing the preparation of annual financial statements and reports;

(e) Approving annual budgets; and

(f) 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 Authority upholds sound governance practices through a clear separation of roles between the Board and the Management. The Board provides strategic direction, policy oversight and fiduciary accountability while Management is responsible for the day-to-day operations and implementation of board-approved strategies. This distinction ensures effective checks and balances, enhances transparency and promotes accountability in the execution of the Authority's mandate.

Composition of the Board FY 2024/25

During the period under review, the terms of some independent members of the Board expired, and the Director-General was appointed. However, under Clause 3(5) of the Schedule to the Act, the Board retained the requisite quorum to continue conducting its business. The Board had four committees: Technical and Strategy Committee, Finance, Human Resources Committee, and Audit Committee, to support the execution of its duties.

Table 1: Board Members' Educational Background

No.	Name	Position	Educational Background
1.	Mr. Shaka Kariuki	Chairman	Economics
2.	Mr. David K. Kemei	Director-General	Accounting
3.	Mr. Stephen Githinji	Member	Law
4.	Mr. Joseph Zacharia Ngugi	Member	Economics
5.	Mr. Joseah Rotich	Member	Economics
6.	Ms. Lena Munuve *(July 1 - Nov 24, 2024)*	Member	Marketing
7.	Mr. Abdi Ali Mohamed *(July 1 - Nov 24, 2024)*	Member	Sociology
8.	Dr. Kasera Achayo, PhD *(July 1 - Nov 24, 2024)*	Member	Management
9.	Dr. David K. Wanyama, PhD *(July 1 - Nov 24, 2024)*	Member	Accounting & Finance
10.	Dr. Adano W. Roba, PhD (July 1 - Oct 6, 2024)	Ag. Director General	Economics

Board Meeting Attendance

The Board is required to meet regularly, depending on the needs of the business of the Authority. Full board meetings should be held at least four (4) times a year, and not more than 4 months should lapse between the date of one meeting and the date of the next meeting. During the period under review, the Board held nine (9) meetings. The Board and Board Committees members' attendance during the year was as follows:

Table 2: Full Board Meetings Members' Attendance FY 2024/25

No.	Name	Position	No. of Meetings
1.	Mr. Shaka Kariuki	Chairman	9
2.	Mr. David K. Kemei	Director-General	8
3.	Mr. Joseph Zacharia Ngugi	Member	3
4.	Mr. Stephen Githinji	Member	7
5.	Mr. Joseah Rotich	Member	9
6.	Ms. Lena Munuve *(July 1 - Nov 24, 2024)*	Member	4
7.	Mr. Abdi Ali Mohamed *(July 1 - Nov 24, 2024)*	Member	5
8.	Dr. Kasera Achayo, PhD *(July 1 - Nov 24, 2024)*	Member	5
9.	Dr. David K. Wanyama, PhD *(July 1 - Nov 24, 2024)*	Member	7
10.	Dr. Adano W. Roba, PhD *(July 1 - Oct 6, 2024)*	Ag. Director General	4

Technical and Strategy Committee

This Committee is mandated to advise on strategic planning and implementation of the Act, and guide the 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 Board's structural means for reviewing management's recommendations on matters under 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 and monitoring its implementation.

The Committee consists of three (3) members, but during the period under review, the following served in the committee: Mr. Joseah Rotich (Chair), Mr. Stephen Githinji, Mr. Joseph Zacharia Ngugi, Mr. Abdi Mohamed and Dr. David K. Wanyama. The Committee held seven (7) meetings.

Table 3: Technical and Strategy Committee Meeting Attendance

No.	Name	Position	No. of Meetings
1.	Mr. Joseah Rotich	Chair	7
2.	Mr. Stephen Githinji	Member	7
3.	Mr. Abdi Mohamed	Member	2
4.	Dr. David K. Wanyama, PhD	Member	3
5.	Mr. Joseph Zacharia Ngugi	Member	4

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 set goals and targets. It is responsible for ensuring that the Authority has effective and efficient internal financial controls, recommending long-term, medium, and short-term financial plans, and ensuring their consistency with the Strategic Plan.

The Committee consisted of three (3) members, namely: Mr. Abdi Mohamed (Chair), Dr. David K. Wanyama, and Mr. Joseph Zacharia Ngugi. During the year under review, the Committee held three (3) meetings.

Table 4: Finance Committee Meeting Attendance

No.	Name	Position	No. of Meetings
1.	Mr. Abdi Mohamed	Chair	3
2.	Dr. David K. Wanyama, PhD	Member	3
3.	Mr. Joseph Zacharia Ngugi	Member	3

Human Resource Committee

This Committee oversees the implementation of the 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 and oversees and advises the Board on the recruitment and promotion of the senior staff.

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

The committee consisted of three (3) members, namely, Ms. Lena Munuve (Chair), Dr. Kasera Achayo, and Mr. Stephen Githinji. During the year under review, the Committee held two (2) meetings.

Table 5: Human Resource Committee Meeting Attendance

No.	Name	Position	No. of Meetings
1.	Ms. Lena Munuve	Chair	2
2.	Dr. Kasera Achayo, PhD	Member	2
3.	Mr. Stephen Githinji	Member	2

Audit Committee

The Board recognizes that ethical management is key to the Authority's sustainability and is committed to ensuring that ethics and integrity remain at the core of the Authority's operations. In furtherance of this, the Board continuously implements systems and processes that are intended to integrate ethical practices in all the Authority's operations.

The Audit Committee's objective includes ensuring that the Authority's internal controls are planned, structured, and implemented. Further, the Committee reviews the proposed audit scope, approach, and audit deliverables, and ensures the 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 Committee consists of three (3) members, but during the period under review, the following served in the committee: Dr. Kasera Achayo (Chair), Mr. Joseah Rotich, Ms. Lena Munuve, Mr. Stephen Githinji, and Mr. Joseph Zacharia Ngugi. During the year under review, the Committee held six (6) meetings.

Table 6: Audit Committee Meeting Attendance

No.	Name	Position	No. of Meetings
1.	Mr. Stephen Githinji	Chairperson	2
2.	Mr. Joseah Rotich	Member	6
3.	Ms. Lena Munuve	Member	4
4.	Dr. Kasera Achayo, PhD	Member	4
5.	Mr. Joseph Zacharia Ngugi	Member	3

Board Evaluation FY 2024/2025

Mwongozo, the Code of Governance for State Corporations, requires that the Board of Directors in State Corporations carry out annual performance evaluations and file a report thereof with the parent Ministry and the State Corporations Advisory Committee. During the year under review, the Board conducted an evaluation and attained a score of 97.84%.

i. Compliance with Statutory Requirements

The Authority complied with all statutory requirements, including the PFM and Procurement Acts and remittance of taxes, deductions and other laws and regulations.

ii. Communication Policy

The Authority's Communication Policy guides the management of the core functions through clear, consistent, and coordinated communication. Effective competition enforcement depends on stakeholders' understanding of their roles, the Authority's mandate, and the remedies available under the law. This Policy, therefore, provides a framework to ensure that all communication from the Authority is well coordinated, strategically managed, and responsive to the diverse information needs of stakeholders. Specifically, the Policy promotes the timely, accurate, and transparent dissemination of information; promotes the Authority's visibility, accessibility, and accountability; encourages the use of diverse communication channels and formats to reach all audiences; fosters courteous, client-focused engagement; and safeguards stakeholder trust and confidence in the Authority's integrity and impartiality.

iii Major Risks

The Authority recognizes the critical importance of identifying and managing risks that may impact the achievement of its objectives under the Plan. To ensure a proactive approach to risk management, the Authority has developed a risk matrix that outlines key potential risks, their likelihood, severity and overall risk levels. The Authority's risks are summarized below;

S. No	Risk	Risk Likelihood	Severity	Overall Risk Level	Mitigation Measures
1.	Data Breach or Cybersecurity Incidents	High	Severe	High	• Implement strong cybersecurity controls • Regular system audits • Capacity building for staff on data security
2.	Resource Constraints and inadequate funding	Medium	High	High	• Prioritize key projects • Pursue alternative funding avenues • Optimize resource allocation through efficient planning

S. No	Risk	Risk Likelihood	Severity	Overall Risk Level	Mitigation Measures
3.	Regulatory Compliance Gaps	Medium	High	High	• Conduct regular compliance audits • Update policies to reflect regulatory changes • Capacity Building
4.	Political or Economic Policy Changes	Medium	Severe	High	• Actively engage stakeholders • Adapt to external shifts
5.	Operational Disruptions (e.g., Pandemics)	Low	Severe	Medium	• Maintain and regularly update the business continuity plan • Ensure remote work capabilities are in place
6.	Inadequate Staff Capacity (Skills and Numbers)	High	High	Critical	• Allocate the budget for implementing the approved training plan • Benchmarking for best practices • Consider partnerships or consultancy support for skills gaps
7.	Lack of Public Trust and/ or Reputation Damage	Low	Severe	Medium	• Ensure transparency in operations • Adherence to communication procedures to manage media relations well
8.	Increased Litigation	Medium	High	High	• Allocate adequate legal budget • Ensure thorough legal review of decisions • Adherence to laid down Acts, procedures and guidelines • Strengthen case documentation • Enhance legal team capacity
9.	Failure to Detect Anti-Competitive Conduct	Medium	High	High	• Enhance investigative tools • Use data analytics • Collaborate with national, regional and international counterparts for Intelligence • Enhanced market surveillance

S. No	Risk	Risk Likelihood	Severity	Overall Risk Level	Mitigation Measures
10.	Low Public Awareness of Competition and Consumer Protection Issues	Medium	Medium	Moder-ate	• Enhanced public participation • Increase public awareness campaigns • Engage in advocacy with stakeholders • Enhance transparency and accessibility of the Authority's information
11.	Inability to keep up to date with Technological Advancements	High	Medium	Medium	• Regularly review technological trends • Update regulatory frameworks • Capacity building for staff on emerging technologies
12.	Cross-Border Competition enforcement challenges	Medium	High	High	• Establish partnerships with regional and international competition agencies • Harmonize enforcement strategies with global standards • Conduct joint investigations
13.	Inadequate Research-Driven Decision-Making	Medium	High	High	• Allocate adequate resources for market analysis and research • Capacity building for staff on research methodologies, data analysis and best practices for evidence-based decision-making • Enhance Collaboration with industry experts • Partner with academic institutions, think tanks and other regulatory bodies for broader insights and expertise • Periodic Review of Decisions: Conduct retrospective reviews of major decisions

iv. Material Arrears in Statutory and Other Financial Obligations

During the year, the Authority complied with all its statutory and regulatory obligations including compliance with the Public Finance Management Act and Regulations, staff related obligations and statutory deductions obligations.

ENVIRONMENTAL AND SUSTAINABILITY REPORTING

ENVIRONMENTAL

Restoration of Forest Cover

2,700

Total number of trees planted by the Authority's staff members in Nyandarua County during the reporting period

SOCIAL

Disability Mainstreaming

5.6%

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). This is geared towards actualization of SDG 10 on Reduced Inequalities.

3.39%

Of contracts in the AGPO category, equivalent to KES 3.6 million awarded to PWDs.

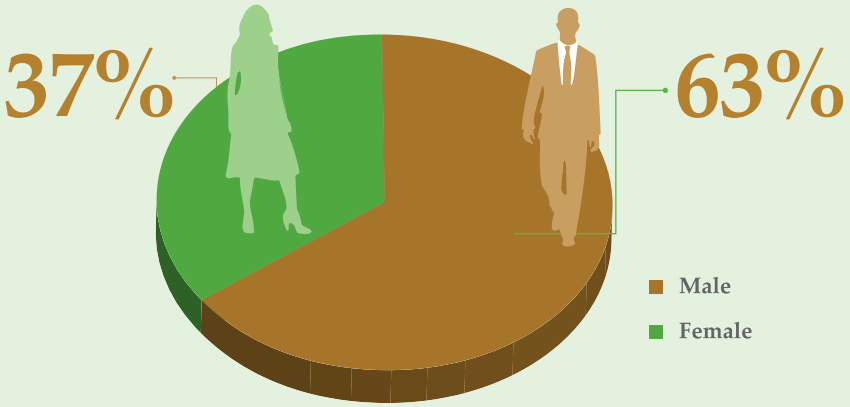
Promotion of AGPO

Of contracts amounting to KES 41.2 million awarded to suppliers in the AGPO category.

of goods and services amounting to KES 77.4 million procured by the Authority in the reporting period were locally manufactured.

GOVERNANVCE

Employee Composition



Digitalization

The Authority has sustained its efforts to ensure full digitalization and automation of its processes thus cutting down on printing paper and toners. This is aligned with SDG 13.

80%

Reduction in carbon footprint across products, services, and processes

Training

Staff undertook Continuous Professional Development, programmes geared towards succession planning, effective management, and career progression with facilitation from the Authority.

Young Professional (YPs) & Internship Programmes

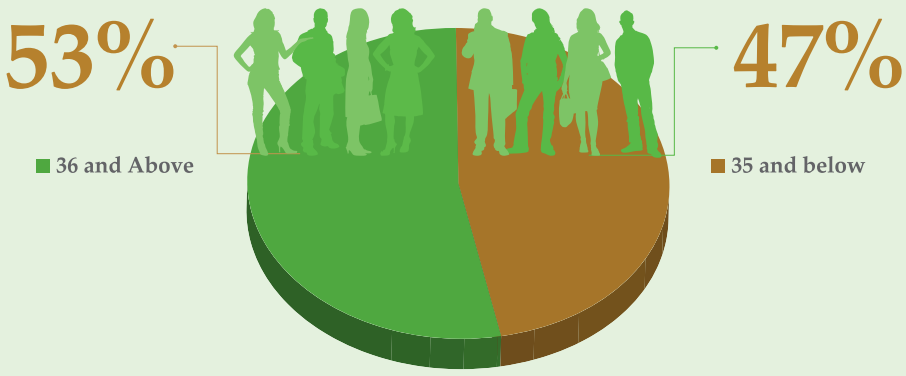
15

10 Interns and 5 YPs were engaged during the review period. The objective of the programme is to expose graduates joining the labour market to a real work environment to enhance their skillsets and employability, in line with SDG Goal 8.

KES 76.29 MILLION

Amount in delayed payments owed to suppliers recovered through the Authority's interventions, from KES 89 million recovered from the last reporting period, securing the sustainability of SMEs in various sectors. This recovered amount is expected to support the growth and expansion of the business, thus contributing to employment creation.

Staff Age Categories



Differently Abled Employees

The Authority's mandate is to promote and safeguard competition in the national economy and protect consumers from unfair and misleading conduct. In so doing, it promotes sustainability through the implementation of policies and activities as outlined below;

Sustainability strategy and profile

The evolving global political and macroeconomic landscape presents both opportunities and challenges for the execution of the Authority's mandate to promote fair markets and protect consumers. Enforcing the competition law and safeguarding consumer welfare must be responsive not only to economic shifts but also to sustainability imperatives driven by climate change, global policy realignments, and inclusive development goals. The Authority achieves this through;

Disability Mainstreaming: Towards actualization of **SDG 10 on Reduced Inequalities,** the Authority ensured that the percentage of Persons with Disabilities (PWDs) in the workforce stood at 5.6% of the total staff establishment, in line with the requirements of the National Council for Persons with Disability (NCPWD). The Authority routinely shares job opportunities with the Council for uploading on its Employment Portal to increase the advertisement's reach, over and above publishing on its Website and Social Media platforms. In addition, the Authority's Management was taken through a disability mainstreaming training to build awareness, knowledge, and practical skills to integrate disability inclusion into policies, programs, services, and workplace culture. Internally, the Authority has a Disability Mainstreaming Committee that proactively equips staff with an understanding of how to design and implement services, communications, and physical environments that accommodate persons with disabilities.

Affirmative action on procurement of goods, works and services: Through the empowerment of the Youth, Women, and PWDs, under the preference and reservations group in the procurement of goods, works, and services, the Authority awarded 39%, amounting to KES 41.2 million of its contracts to suppliers in the AGPO category, with KES 3.6 million (3.39%) of them being awarded to PWDs. Further, 73% of goods and services amounting to KES 77.4 million procured by the Authority in the reporting period were locally sourced.

Environmental Impact

Restoration of Forest Cover: The Authority contributed to the National Tree Growing and Restoration Campaign aimed at restoring 10.6 million hectares of degraded land by planting 15 billion trees by the year 2032. Towards this, the Authority in the FY 2024/25 planted two thousand seven hundred (2700) trees in Nyandarua County.

Digitalization: The Authority has sustained its efforts to ensure full digitalization and automation of its processes, thus cutting down on printing paper and toners. This aligns with SDG 13 on Climate Action, which has seen the Authority reduce its carbon footprint across products, services, and processes by 80%. Furthermore, in enhancing service delivery, the Authority re-engineered its exemption application and consumer complaint handling processes, resulting in cost reduction and time savings.

Employee Welfare

Training: The Authority implemented targeted training programs to enhance organizational excellence in the delivery of its mandate. The initiatives were delivered through workshops, in-house sessions, and conferences aimed to boost competency, service delivery, and career growth for the staff. The programs also aimed to foster a high-performance culture and strengthen the Authority's capacity to navigate regulatory challenges.

Young Professional and Internship Programmes: The Authority runs annual programmes for Young Professionals (YPs) and Graduate Interns aimed at exposing young Kenyans to the tenets and practices of competition law. Ten (10) Interns and five (5) YPs - Masters graduates -were engaged during the review period. The objective of the one (1) year programmes is to expose graduates joining the labour market to a real work environment to enhance their skillsets and employability. This aligns with SDG Goal 8, which promotes inclusive and sustainable economic growth, employment, and decent work for all.

Market Place Practices

a. **Commemoration of the World Consumer Rights Day**: The Authority sensitized Junior Secondary School students and teachers on environmental sustainability and greenwashing during the commemoration of the World Consumer Rights Day under the theme: *A just transition to sustainable lifestyles*. This was aimed at educating them on the considerations of businesses on climate change and sustainable consumption.

b. The Authority fast-tracked and approved a merger transaction involving the acquisition of 100% of the shares in Mananasi Fibre Limited by Del Monte Kenya Limited. The transaction was to enable the acquirer to adopt a solution for the disposal of pineapple plant waste that was both economically and environmentally viable and less costly. The transaction was finalized within 14 days in support of companies that support environmental sustainability.

c. The Authority supported the sustainability of the SMEs in Kenya by facilitating the recovery of KES 76.29 million in delayed payments by powerful buyers. This recovered amount is expected to support the growth and expansion of the business, thus contributing to employment creation.

d. In resolving complaints, the Authority ensured that consumers saved KES 21.4 million from either refunds, repairs or replacements arising from goods or services purchased. This has promoted consumer satisfaction and driven awareness of their rights and obligations.

Corporate Social Responsibility

Restoration of Forest Cover: The Authority contributed to the National Tree Growing and Restoration Campaign aimed at restoring 10.6 million hectares of degraded land by planting 15 billion trees by the year 2032. Towards this, the Authority in the FY 2024/25 planted two thousand seven hundred (2700) trees in Nyandarua County.

MANAGEMENT SYSTEMS

In its ongoing commitment to excellence, resilience, security, and effective governance, the Authority implemented four key management systems that collectively enhance institutional performance and sustainability during the review period. These are the Quality Management System (QMS) based on ISO 9001:2015, which promotes service efficiency and continual improvement; the Business Continuity Management System (BCMS) aligned with ISO 22301:2019, which ensures preparedness and operational resilience during disruptions; the Information Security Management System (ISMS) guided by ISO/IEC 27001:2022, which safeguards data and upholds information integrity; and the Enterprise Risk Management Framework (ERMF) anchored on ISO 31000 guidelines and the Committee of Sponsoring Organizations (COSO) Framework, which strengthens risk identification, assessment, and mitigation across all functions. Together, these systems reinforce the Authority's capacity to deliver its mandate effectively while adapting to an evolving operational environment.

Quality Management System (ISO 9001:2015)

The Authority retained its certification to the ISO 9001:2015 International Standard, thereby upholding the implementation of its QMS. The QMS has continued to enhance operational efficiency, particularly in the resolution of customer complaints and incorporation of stakeholder feedback to improve service delivery.

Building on the previously implemented process automation, the Authority has realized greater efficiency in resource utilization and entrenched a culture of continuous improvement. The QMS reflects strong leadership commitment and active staff involvement across all levels of the Authority.

Its effectiveness is sustained through periodic internal and external audits, alongside regular evaluation of quality targets to ensure compliance with applicable standards and identify areas requiring enhancement. Performance is monitored using Key Performance Indicators (KPIs), which inform Management Reviews for institutional alignment. Additionally, customer feedback mechanisms enable the Authority to monitor service trends and respond to emerging issues, thereby maintaining a dynamic and responsive quality management environment.

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, 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 reviews this policy and establishes quality objectives biennially to ensure sustained improvement and suitability. The policy is communicated, and applied throughout the organization and is available to relevant interested parties, as appropriate.

Quality Objectives

The Authority's quality objectives are related to;

1. The 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. The enhanced use of research and data to make informed and optimal decisions to support the delivery of the Authority's mandate;
3. Ensuring optimal utilization of the Authority's resources in the attainment of its mandate;
4. Enhancing customer satisfaction to exceed expectations by providing quality services;
5. Ensuring the Authority's operations comply with all applicable laws and regulations; and
6. Attracting, training, and retaining highly qualified, skilled, and motivated staff for the realization of its mandate.

Business Continuity Management System (ISO 22301:2019)

The Authority successfully underwent a surveillance audit for its ISO 22301:2019 Business Continuity Management System (BCMS), reaffirming its commitment to sustaining essential services during disruptions. BCMS has strengthened the Authority's emergency preparedness, reduced downtime, and safeguarded core operations, thus reinforcing stakeholder confidence.

System performance is monitored through scheduled audits, simulation exercises, and periodic reviews of recovery strategies. Lessons continue to inform improvements, ensuring the Authority remains responsive and adaptive to emerging risks.

Business Continuity 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. To meet the strategic objectives and ensure the continuity of its operations, the Authority has adopted well-defined and time-tested plans and procedures, built redundancy in teams and infrastructure, and manages a quick and efficient transition to the backup arrangement for business systems and services.

Towards this, the Authority commits to comply with all applicable requirements and continual improvement of its BCMS based on ISO 22301 International Standard. It further reiterates its commitment to delivering the fastest transition and the highest quality of services through backup arrangements, ensuring that customers, processes, and services are not disrupted. The Business Continuity objectives address the management of incidents before, during, and after a disruption.

Information Security Management System (ISO/IEC 27001:2022)

The Authority continued to implement the ISO/IEC 27001:2022 Standard on Information Security, Cybersecurity, and Data Privacy Protection and conducted regular internal audits as part of its ongoing commitment to robust information security management.

A key milestone was the comprehensive update of the ISMS documentation to reflect changes in the operational environment, including the transition from Microsoft Navision 2016 (NAV) to Microsoft Business Central 365 Enterprise Resource Planner (BCERP). This process involved the detailed review and classification of security policies, procedures, and controls to ensure continued alignment with the standard and to safeguard the Authority's information assets.

To further reinforce information security, the Authority enhanced its ICT infrastructure with improved systems and technologies to support secure data handling and operational resilience. The ISMS is monitored through internal audits, continuous risk assessments, and review of security controls. Incident management procedures and regular evaluations ensure that vulnerabilities are promptly addressed, supporting the confidentiality, integrity, and availability of information across the Authority.

Enterprise Risk Management

The Authority enhanced its ERM Framework through capacity-building initiatives targeting management and departmental ERM champions. Further, the ERM Policy and Framework were reviewed to reflect emerging risks and global best practices. The ERMF is anchored on ISO 31000– Risk Management – Guidelines and the COSO Framework, providing a structured approach for identifying, assessing and managing risks across the institution.

The Board continued to provide oversight to ensure sound risk governance. Key corporate-level risks addressed included cybersecurity, business continuity, reputational risk, and resource constraints. The Authority also conducted quarterly risk assessments to inform mitigation strategies, strengthen internal controls, and support informed decision-making.

INTERNAL AUDIT AND ASSURANCE

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

Twelve (12) main audits, six (6) follow-up audits, three (3) spot checks on cash, one (1) spot check on inventory stores, and one (1) review of the Authority's Institutional Risk Management Framework (IRMF) were undertaken during the period under review. The Audits revealed that there was a sound system of internal controls designed and implemented to ensure that processes meet set objectives.

Corruption Prevention

The Authority has a zero-tolerance policy for corruption and bribery-related activities. In collaboration with the Ethics and Anti-Corruption Commission (EACC), fifty (50) members of staff were sensitized on integrity. This has helped mainstream a culture of integrity, ethical conduct, and professionalism within the organization, with no reported cases of corruption during the reporting period.

Whistleblowing Policy

The Authority has a whistle-blowing policy that provides for the reporting of suspected corruption cases. Reporting channels, including an anonymous web portal, an ethics hotline, corruption reporting boxes, and email, were maintained during the reporting period. Through these channels, anonymous reports on unethical/fraudulent behaviour are made.

A SNAPSHOT OF IMPACT IN THE FY 2024/25

KES 76.29 Million

Delayed payments recovered in Abuse of Buyer Power Cases

KES 21.4 Million

Consumer savings from consumer redress

KES 25 Billion

Investment supported by Merger Control

Recognized by the International Competition Network (ICN) for the Animal Feeds Market Inquiry

KES 25 Billion

Investment supported by Merger Control

37%

increase in consumer complaints lodged with the Authority, from 668 cases in FY2023/24 to 915 cases in FY2024/25

128

Merger transactions in various sectors analysed by the Authority during the period under review, a 20% increase from the previous year's 107 applications

Stakeholder engagement

Various stakeholders engaged in Competition Law and Policy

6 LSK Chapters: Mombasa, Kwale, Malindi, Kitui, Kajiado, and Machakos

Commemoration of the World Consumer Rights Day 2025 held in 3 Counties: Tharaka Nithi, Makueni and Homa Bay

Junior Secondary Schools engagement

49,321 students | **885** teachers | **96** schools

sensitized on competition and consumer protection concepts

Penalties and Fines for Contravention of the Competition Act

KES **1.44** Billion

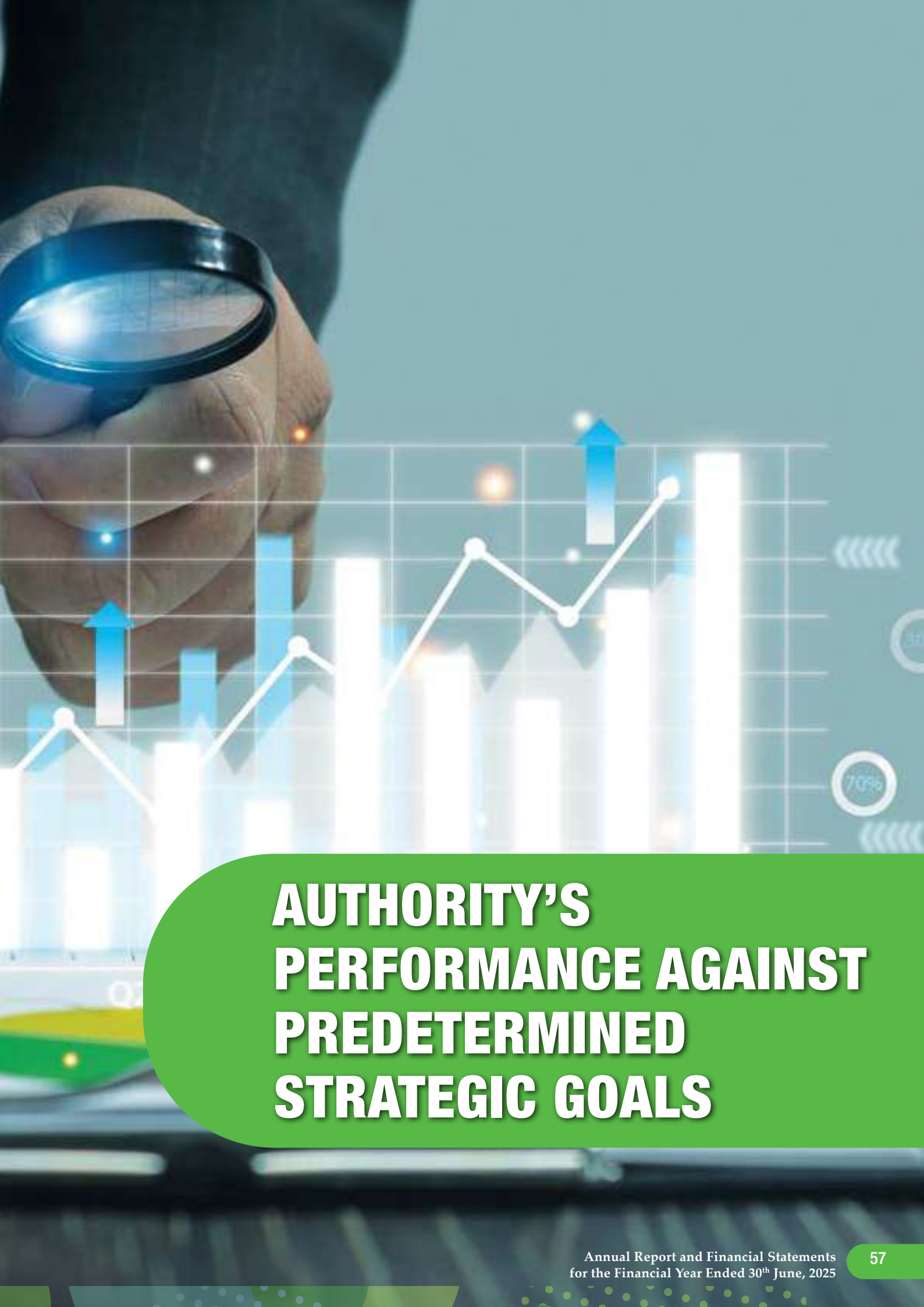
Total penalties imposed to remedy anti-competitive conduct by major players as a reult of the Authority's interventions in the steel, retail and financial sectors

Commission for Administrative Justice (CAJ)

100%

Scored 100% on complaints resolution and processing request for information

8000
7000
70%
6000
5000
4000
3000
2000
1000
Q1



AUTHORITY'S PERFORMANCE AGAINST PREDETERMINED STRATEGIC GOALS

STRATEGIC GOAL 1

DELIVERING EFFECTIVE ENFORCEMENT

I. REGULATION OF MERGERS

The regulation of mergers and acquisitions is provided for under Part IV of the Act. The overarching goal is to ensure that mergers do not enable firms to dominate markets unfairly, which could lead to the suppression of innovation, harm to consumers through higher prices, reduced choices, or the suppression of competitors. Often, firms with market power may use it to engage in anti-competitive practices such as predatory pricing or exclusive agreements, which can harm the overall competitiveness of the market.

The Act mandates that all mergers, whether horizontal (between competitors), vertical (along the supply chain), or conglomerate (across different industries), must seek and obtain approval from the Authority before they are implemented. However, certain mergers may be excluded from these requirements if they meet specific criteria outlined in the Competition (General) Rules, 2019 and further clarified through the Substantive Assessment of Merger Guidelines.

In the FY 2024/25, the Authority received a total of one hundred twenty-eight (128) merger-related applications. Out of these, thirty (30) were full mergers, nineteen (19) exclusions, forty-five (45) COMESA mergers, six (6) non-mergers and twenty-eight (28) advisory opinions. These merger notifications originated from key sectors of the economy, including manufacturing, real estate, financial and insurance services, energy, distribution and Information and Communication Technology (ICT). The three sectors that recorded the highest number of notifications are manufacturing, distribution, and finance & insurance, accounting for 52.9% of all merger filings.

In FY 2024/25, the manufacturing sector recorded the highest percentage of notifications at 23.5% compared to 34% of the merger notifications in FY 2023/24. Further, the distribution sector recorded the second highest notifications at 17.6% compared to 15% recorded in FY2023/24. The finance and insurance sector came third at 11.8% compared to 10% in the FY 2023/24. The other sectors that recorded merger activity were: mining, printing, packaging, health, education, accounting & audit, e-commerce, pharmaceutical, floriculture, publishing, hospitality and ICT.

Figure 1 illustrates the distribution of merger activities across various sectors during FY 2024/25 compared to FY 2023/24.

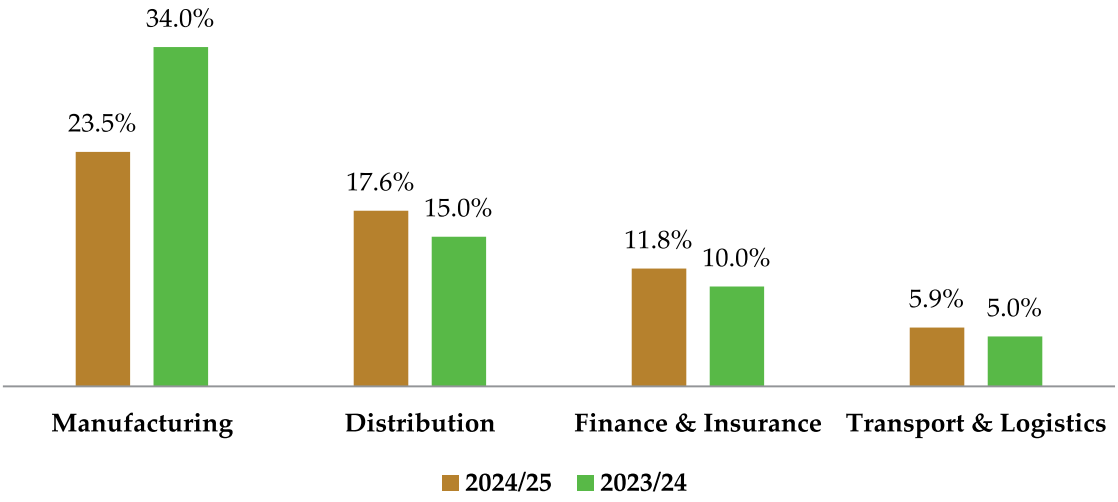


Figure 1: Comparison of merger notifications by sector

Among the applications filed, thirty (30) transactions met the thresholds for a comprehensive review as outlined in the Merger Threshold Guidelines. These thresholds are based on factors such as turnover or asset value, which determine whether a merger warrants an in-depth investigation to assess potential anticompetitive effects.

Nineteen (19) transactions satisfied the criteria for exclusion, meaning they did not meet the thresholds that would require detailed review under Part IV of the Act. These exclusions often apply to transactions that do not meet the threshold of combined turnover or value of assets, whichever is higher, of KES 1 billion. Additionally, thirty-four (34) notifications did not qualify as mergers under sections 2 and 41 of the Act because they involved restructuring activities, joint ventures which are not full-functioning, or advisory opinions, which are outside the scope of merger regulation.

The following graph provides a comparative overview of merger-related activities during the two financial years:

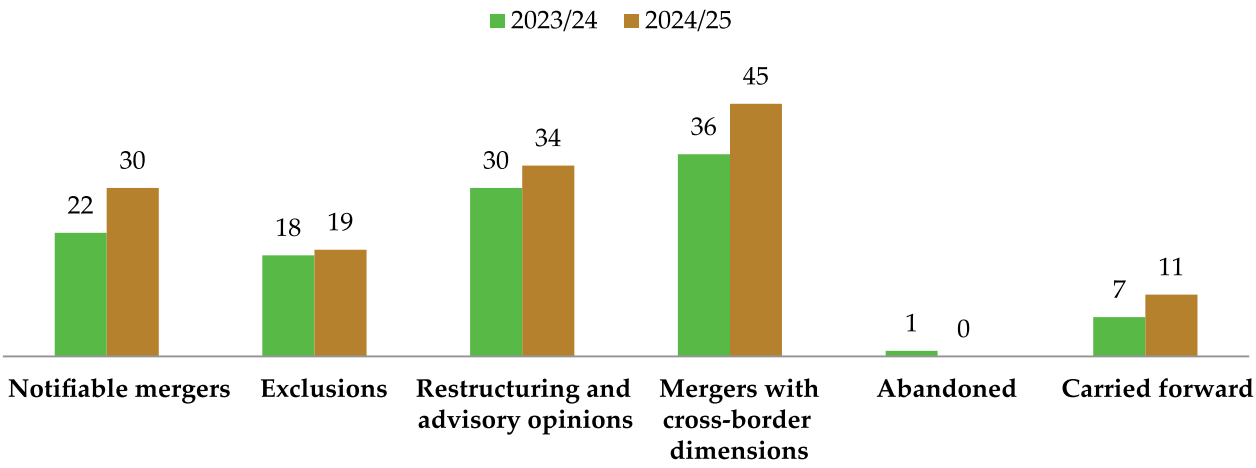


Figure 2: Overview of merger-related activities (number)

128

Merger transactions in various sectors analysed by the Authority during the period under review. Out of these, 30 were full mergers, 19 exclusions, 45 COMESA mergers, 6 non-mergers and 28 advisory opinions.

Mergers with cross-border dimensions accounted for approximately 48% of the total transactions. These are transactions where the merger affects multiple jurisdictions but with a nexus to the Kenyan market. Mergers confined to the local market (excluding non-mergers) accounted for approximately 52% of the total transactions.

SAMPLE CASES

1 MERGER APPROVED WITHOUT CONDITIONS:

The acquisitions of direct control of Jumra Limited, Sojpar Limited, and Raisons Distributors Limited by Kimo Kali Holdings Limited.

The Authority approved the acquisition of direct control of Jumra Limited, Sojpar Limited and Raisons Distributors Limited by Kimo Kali Holdings Limited. This was based on the fact that post-transaction, the merger was unlikely to raise competition concerns in the market for wholesale distribution of fast-moving consumer goods (FMCG) in Kenya. Similarly, the merger was unlikely to lead to negative public interest concerns.

The transaction would enable Kimo Kali Holdings Limited, which operates in Kenya through Twiga, to establish more efficient supply chains, lowering logistics costs, enhancing delivery times, and expanding access to previously underserved regions or customer segments. The market for wholesale distribution of FMCG in Kenya consists of large distributors and wholesalers operating through both traditional brick-and-mortar channels and digital platforms. Insights from the Authority's investigation into the proposed transaction indicated that the wholesale distribution market remains fragmented and far from saturation, presenting opportunities for growth and enhanced competition. Post-merger, integration of the parties' operations would give Twiga access to extensive market data, which they could utilize to customize their services and leverage the target's fleets to deliver their products widely. However, the Authority established that none of the parties had dominance or market power in the distribution and wholesale market of FMCGs. The merger was poised to enhance market efficiency and consumer welfare in the distribution and wholesale of FMCGs while reinforcing domestic SMEs' resilience in Kenya's supply chains.

The transaction would enable Kimo Kali Holdings Limited, which operates in Kenya through Twiga, to establish more efficient supply chains, lowering logistics costs, enhancing delivery times, and expanding access to previously underserved regions or customer segments.

2 MERGER APPROVED WITH CONDITIONS:

The sale and purchase of the assets of Mombasa Apparel (EPZ) Ltd by Nava Apparels L.L.C-FZ

The Authority approved the acquisition of the entire assets of Mombasa Apparel (EPZ) Ltd by Nava Apparels L.L.C-FZ on condition that the acquirer retained all the target's 4,478 employees on terms that were no less favourable than their current terms of employment. This was subject to the individual employees accepting the acquirer's retention of employment offer. The approval was granted based on the finding that the transaction was unlikely to negatively impact competition in the market for the manufacture of clothing apparel for export.

The textiles and apparel sector is one of the key foreign exchange earners in Kenya. It has a three-tiered structure as follows: in the EPZ, approximately thirty-six (36) large, outside the EPZ, over 170 medium and large and more than 70,000 micro and small companies.

The merger was likely to strengthen Kenya's export manufacturing base, which would create employment opportunities and boost industrial competitiveness. This merger signalled a business environment increasingly open to strategic investments that increase foreign exchange earnings and safeguard jobs.

II. RESTRICTIVE TRADE PRACTICES

The Authority regulates market conduct under Part III of the Act, which prohibits 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 purchase or selling prices, dividing or allocating markets, collusive tendering, and sharing of commercially sensitive information, among others.

Further, the Authority sanctions abuse of dominant positions by undertakings. Some of the practices that constitute abuse of dominance include: limiting or restricting production, market outlets/access through predatory or other practices, imposing unfair prices, or other unfair trading conditions.

Seventy-five (75) restrictive trade practices (RTP) cases were investigated during the reporting period. Out of these, twenty-eight (28) involved coordinated cartel conduct, thirty-nine (39) abuse of dominance, and eight (8) involved agreements by associations. Twenty-nine (29) of these cases had been finalized, while forty-six (46) were at various stages of investigation at the end of the reporting period. Specifically, eleven (11) were at the preliminary stages and thirty-five (35) were at an advanced level of investigation.

Some of the practices that constitute abuse of dominance include: limiting or restricting production, market outlets/ access through predatory or other practices, imposing unfair prices, or other unfair trading conditions.

The Act provides that undertakings may apply to the Authority for an exemption from the provisions of the Act that prohibit collusive/coordinated practices. In deciding whether to grant an exemption, the Authority considers if the exemption will, among others, provide greater public benefits that outweigh the lessening of competition, maintain or promote exports, and improve or prevent the decline in production of goods or provision of services.

During the year under review, the Authority reviewed four (4) exemption applications from the energy, manufacturing, transport and agriculture sectors. One application was granted while the other three (3) were still under evaluation at the end of the financial year. Specifically, two (2) applications were under investigation while one (1) was encumbered by a matter before the courts.

Thirteen (13) compliance checks were conducted to ensure that undertakings adhered to various conditions attached to the Authority's decisions. The compliance checks emanated from decisions on mergers, consumer protection, and RTPs. Eight (8) checks were finalized while five (5) were at different stages at the close of the year under review. Further, the Authority issued six (6) advisory opinions to stakeholders.

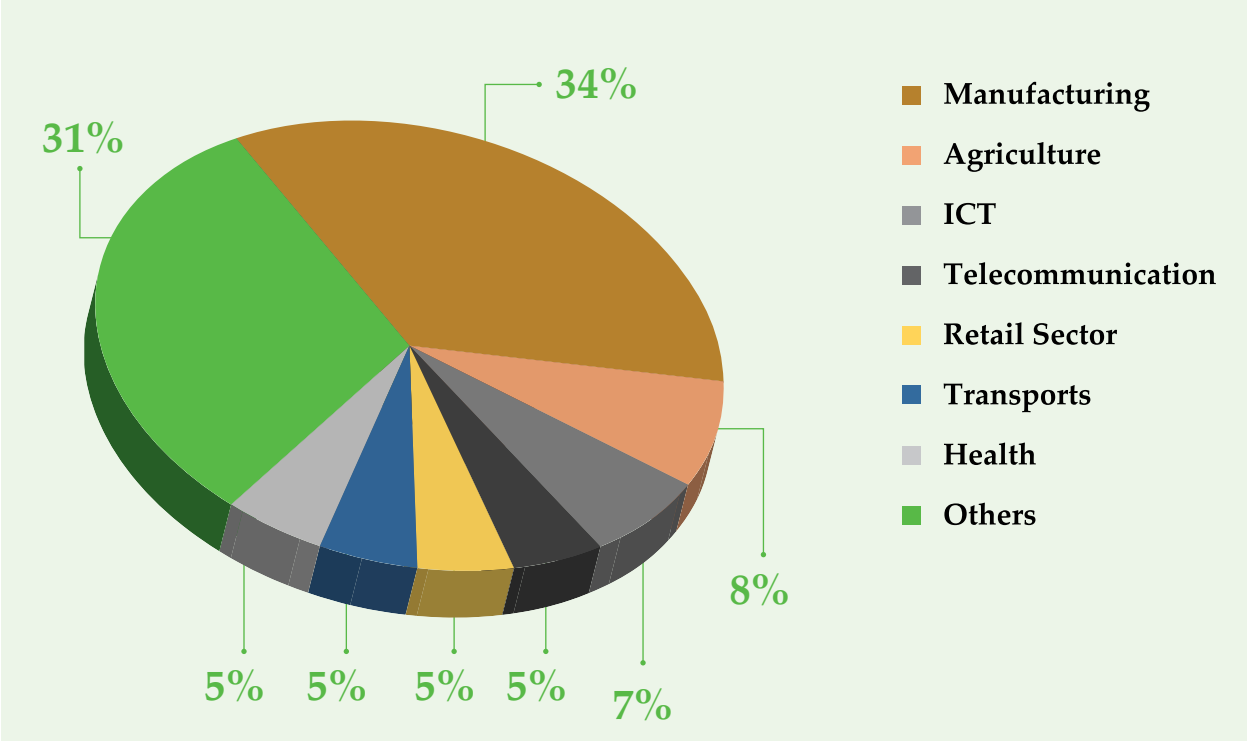


Figure 3: Cases investigated by sector

During the year under review, the investigated cases originated from twenty-two (22) sectors. The Manufacturing sector accounted for the highest proportion at 34%, up from 21.5% in the FY 2023/24, followed by Agriculture at 8%, a slight decrease from 8.9% in the previous financial year. Other notable sectors included ICT (7%), and health, Transport, Telecommunications, and Retail (each at 5%). The remaining 31% of cases were distributed across various sectors such as Sports, Real Estate, Energy, Petroleum Products, Construction, Financial, Professional Associations, Reinsurance, Horticulture, Beverages, Aviation, Passive Infrastructure, Digital Taxi Services, and Education.

In line with BETA, the investigation of restrictive trade practices has played a vital role in promoting fair competition and improving consumer welfare, particularly within the manufacturing and agriculture sectors. As presented in Figure 3 above, a majority of the cases investigated originated from these two sectors, underscoring their centrality to the economy and the challenges they face. The cases involved practices such as price fixing, market allocation, and abuse of dominance—conduct that distorts markets and disadvantages consumers and SMEs. Addressing these practices supports the BETA agenda by fostering a level playing field, encouraging innovation, enhancing market access for small-scale producers, and ultimately ensuring consumers benefit from better prices and improved product and service choices.

SAMPLE CASES

1 PRICE FIXING:

The Competition Authority of Kenya vs Kenya International Freight and Warehousing Association

The Authority initiated investigations into an alleged RTP by Kenya International Freight and Warehousing Association (KIFWA) pursuant to Section 31 (1) of the Act. Specifically, the conduct involved a pricing directive through various media outlets by KIFWA, a trade association, that acts as the sole representative of all clearing, forwarding and warehousing companies in Kenya.

KIFWA had directed that minimum service fees be introduced for cargo tariffs relating to classification and declaration across air, road, and sea transport. This mandatory directive by KIFWA to its members on the prices to be charged amounted to price fixing, which is prohibited under sections 21 (3) (a) as read together with 22 (1) (b) (i) of the Act.

KIFWA, in a press briefing held in Mombasa, stated that the purpose of the minimum fees was to curb price undercutting, which had emerged due to the actions of middlemen and traders exploiting clearing agents. They added that the measure was also aimed at enhancing earnings within the sector. However, the directive had the effect of causing not only high uncompetitive prices for the services offered to consumers, but also of deteriorating the quality of these services to the detriment of consumers.

In the course of investigations, KIFWA, under section 38 of the Act, requested the Authority to enter into a settlement. Following the conclusion of negotiations by both parties, in which KIFWA admitted having contravened the provisions of the Act, a settlement agreement was reached whose terms were: KIFWA shall pay a settlement amount of KES 405,450.00; KIFWA's employees and members shall undergo competition law compliance training undertaken by the Authority; and KIFWA shall develop and furnish the Authority with a competition compliance programme within six (6) months after the compliance training for the Authority's approval which shall be subjected to a compliance check.

Following the conclusion of negotiations by both parties, in which KIFWA admitted having contravened the provisions of the Act, a settlement agreement was reached whose terms were: KIFWA shall pay a settlement amount of KES 405,450.00

1 EXEMPTION APPLICATION:

National Oil Corporation of Kenya and Rubis Energy Kenya Limited

The Competition Authority of Kenya (the Authority) granted an exemption to the National Oil Corporation Kenya Limited (NOC) and Rubis Energy Kenya PLC (Rubis) to enter into a Non-Equity Strategic Partnership for five (5) years.

NOC is a State corporation wholly owned by the Government of Kenya. It operates across the petroleum supply chain, including upstream oil and gas exploration, midstream petroleum operations, and downstream petroleum operations. Rubis is a subsidiary of the French Rubis Group operating in East, Central, and Southern Africa, focusing on downstream and midstream petroleum operations.

According to the parties, the cooperation was intended to revamp, expand and modernize NOC's operations through the injection of capital and the provision, by Rubis, of managerial capabilities, technical expertise and innovation.

In granting the exemption, the Authority noted that the strategic partnership is not likely to lessen or negatively impact competition in the sector. Further, the market structure will not be significantly altered, but instead, the partnership seeks to enhance its combined competitive edge.

Section 21(1) of the Act prohibits agreements, decisions, or concerted practices by undertakings that have as their object or effect the prevention, distortion, or lessening of competition in trade in any goods or services in Kenya unless the partnership has been exempted by the Authority upon application for exemption.

The transaction would enable Kimo Kali Holdings Limited, which operates in Kenya through Twiga, to establish more efficient supply chains, lowering logistics costs, enhancing delivery times, and expanding access to previously underserved regions or customer segments.

An exemption application may be granted if the Authority is satisfied that there are exceptional and compelling public policy justifications for the cooperation between competitor businesses.

In its analysis, the Authority considered if the proposed arrangement would: (i) Maintain or promote exports; (ii) Improve or prevent a decline in the production and distribution of goods and provision of services; (iii) Promote technical or economic progress or stability in any industry; and (iv) Obtain a benefit for the public which outweighs the lessening in competition that the practice occasions.

In compliance with this regulatory requirement, the Authority in September 2024 received an exemption application from NOC and Rubis outlining their desire to enter into a non-equity strategic partnership for eight (8) years.

One of the justifications tendered was that the arrangement, which is not a merger or acquisition, will "unlock financing by Rubis of NOC's downstream business to grow NOC's value, modernize and expand NOC's retail outlets, leading to increased sales and market share."

The application included proposals to collaborate in, among others, business growth, procurement, decision-making, marketing initiatives, fuel card systems, branding, and information rights.

The Authority published the application in the Kenya Gazette in October 2024 in fulfilment of its public participation obligation. The Authority reviewed the submissions, including those from the State Department for Petroleum in the Ministry of Energy and Petroleum and the Energy and Petroleum Regulatory Authority (EPRA), which both submitted that this strategic partnership is not likely to cause competition concerns in the sector.

When analyzing exemption applications, the Authority considered the relevant product market. This comprised products/services that are interchangeable or substitutable by the consumer due to their characteristics, prices and/or intended use. In this case, the relevant product market was determined to be the distribution and marketing of petroleum products in the downstream petroleum operations.

In addition, the Authority determined the relevant geographic market for the parties. This is the physical area in which parties undertake the business, and where competition conditions are sufficiently similar. With regard to this strategic partnership, the parties distribute their products nationwide. Therefore, the relevant geographic market was determined to be national in scope.

Based on the Authority's assessment, and considering the market shares of the parties, it was determined that the strategic partnership will not significantly alter the market structure and, resultantly, is unlikely to have negative effects on competition. It is expected to enhance the competitive ability of NOC.

Specifically, the partnership aims to modernize NOC's operations by leveraging Rubis' expertise and resources. The partnership is expected to enhance competition in the downstream petroleum market by strengthening NOC's market position, efficiency and profitability.

In addition, the partnership is expected to improve NOC's operational efficiencies to the benefit of the consumers. Premised on the foregoing, and under section 26(4) of the Act, the Authority granted an exemption for the Non-Equity Strategic Partnership between NOC and Rubis for five (5) years, with periodic review and assessment of the partnership's impact. Such an assessment will be based on criteria like operational improvements, market competitiveness, and progress on agreed performance benchmarks.

III. ABUSE OF BUYER POWER

Regulation of Abuse of Buyer Power (ABP) is guided by sections 2 and 24A of the Act. These provisions address concerns where powerful buyers exploit their market position to the detriment of suppliers, including SMEs. The conduct that amounts to abuse of buyer power includes: delayed payments, unilateral termination of contract without a justifiable reason, unilateral variation of contract, transfer of costs or risks to suppliers, among others. The objective of regulating buyer power is to foster fairness in the markets and protect vulnerable suppliers from powerful buyers' exploitative practices that hinder SME growth, innovation and sustainability.

During the period under review, the Authority investigated a total of sixty-nine (69) cases relating to ABP, forty (40) of which were concluded as at the end of the reporting period. Further, through its enforcement, the Authority facilitated the recovery of KES 76.29 million in delayed payments owed to suppliers. The insurance sector accounted for 47.14% of all cases investigated. This can be attributed in part to increased sensitization efforts to the insurance sector players. The retail sector recorded 11.43%, and the construction and telecommunication sectors each at 10% of all ABP cases investigated. The agriculture sector followed at 7.14% while intellectual property complaints represented 5.71%. Other sectors included manufacturing, hospitality, cosmetics, healthcare, translation services and electronics, each accounting for 1.43%.

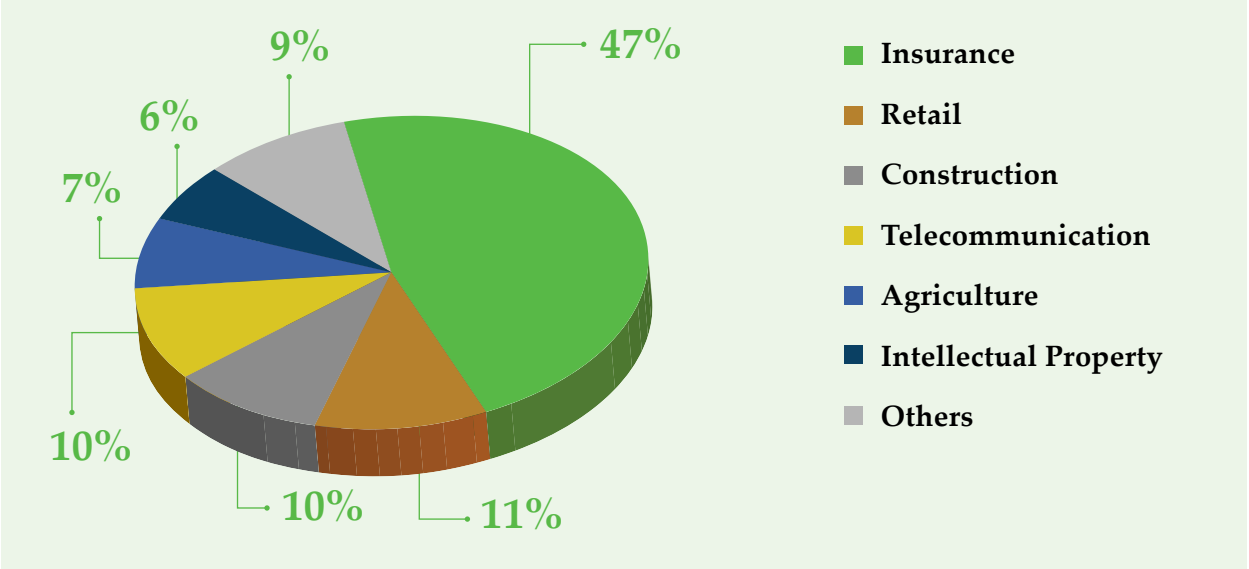


Figure 4: Cases investigated by sector

In terms of the nature of conduct investigated, complaints relating to delayed payments were the highest, contributing to 72% of the total complaints. Other conduct investigated included unilateral termination of contract, demand for preferential terms and unilateral variation of contract terms, each accounting for 9% of the matters respectively and refusal to receive goods accounting for 1%.

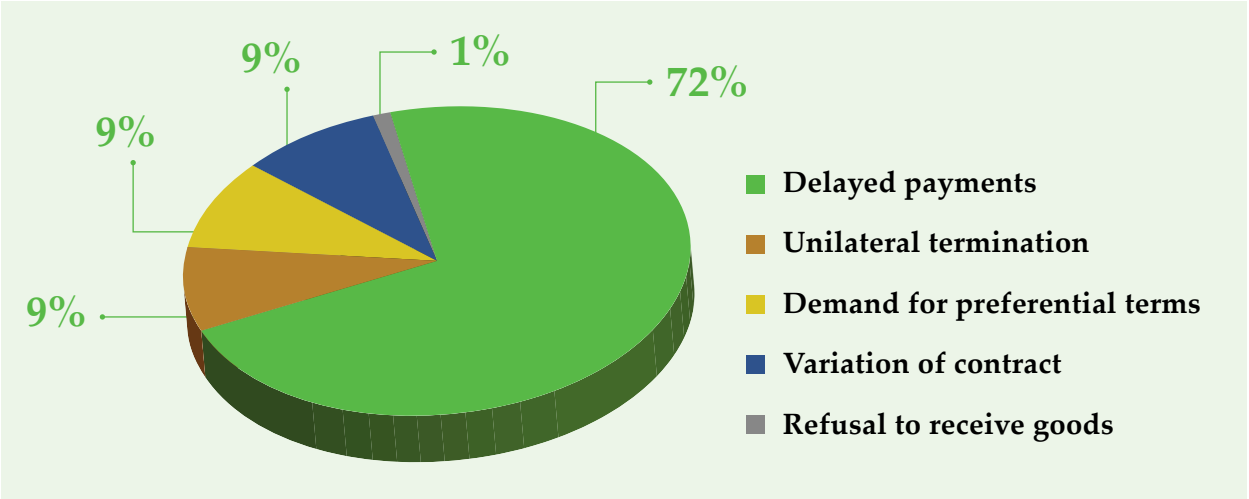


Figure 5: Nature of conduct in ABP

SAMPLE CASES

1 DELAYED PAYMENTS:
Link Valuers and Assessors and Trident Insurance Company

The Authority received a complaint from Link Valuers regarding non-payment for motor vehicle assessment services offered to Trident Insurance Company Ltd (Trident) insured. Link Valuers alleged that it provided professional motor vehicle assessment services to Trident's clients and that, upon completion and invoicing for work done, Trident delayed payments amounting to KES 2,000,720.00.

The complaint was reviewed under sections 2 and 24A of the Act, which define buyer power and prohibit conduct that constitutes abuse of buyer power, respectively. In addition, the complaint was assessed against the Buyer Power Guidelines, 2022, specifically Guidelines 43 – 49, which set out the factors used to determine the presence of buyer power. Analysis revealed that fewer insurance companies were offering general insurance as compared to the number of motor vehicle assessors in the market. This imbalance resulted in service providers like Link Valuers being economically dependent on insurance firms. Insurance companies, on the other hand, had access to a wide pool of assessors, allowing them to easily switch providers. Based on this assessment, the Authority established that Trident held buyer power over the complainant and may have abused it by delaying payments, contrary to section 24A (1) of the Act.

A Notice of Investigation was issued under section 31 of the Act, outlining the allegations and requiring a response from Trident. In response, Trident indicated that it had engaged the complainant and reached a settlement proposal to clear the outstanding payment. The Authority facilitated the engagement between the parties to ensure an amicable resolution. Trident subsequently paid the outstanding amount of KES 2,000,720.00, enabling Link Valuers to continue its business operations.

2 DELAYED PAYMENT:
Collins Okoth T/A Sacc Urban Auto and Occidental Insurance Company Limited

The Authority received a complaint from Sacc Urban Auto (Sacc) regarding the delayed payment of KES 2,596,047.30 for motor vehicle repair services rendered to clients insured by Occidental Insurance Company Ltd (Occidental). Upon review of the complaint under sections 2 and 24A of the Act and Guidelines 43–49 of the Buyer Power Guidelines, 2022, the Authority found that the market structure was tilted against motor vehicle garages, as the number of insurance companies offering general insurance was significantly lower than that of garages. This imbalance created a dependency that led to the determination that Occidental held buyer power and may have abused it through delayed payments. A Notice of Investigation was issued, and following engagements, Occidental agreed to settle the outstanding amount of KES 2,596,047.30. The payment enabled Sacc to avoid financial strain and sustain its operations.

1 LACK OF JURISDICTION:

Camusat Kenya Ltd and Wananchi Group (Kenya) Ltd & Wananchi Telecom Limited

The Authority received a complaint from Camusat Kenya Ltd (Camusat) claiming abuse of buyer power by Wananchi Group (Kenya) Ltd and Wananchi Telecom Ltd. The claim of abuse of buyer power by delaying payments, unilateral termination or threats thereof and demanding preferential terms unfavourable to the supplier was assessed under Section 24A (1) of the Act.

It was noted that the dispute between the parties was pending before the High Court at Nairobi (Milimani Commercial Courts), Commercial and Tax Division, filed as *Camusat Kenya Ltd v Wananchi Group (Kenya) Limited & Another - Commercial Case E594 of 2024*.

Notably, the issues raised in the aforesaid court were similar to matters constituting the subject matter of the complaint lodged with the Authority. Rule 34(5)(a) of the Competition (General) Rules, 2019 provides that a complaint may not be considered by the Authority where the complaint lodged, in whole or in part, is before any court or the Competition Tribunal.

The existence of a civil claim against Wananchi Group (Kenya) Ltd and Wananchi Telecom Ltd precluded the Authority from further investigation into the matter. The Authority, therefore, terminated investigations.

IV. CONSUMER PROTECTION

Part VI of the Act empowers the Authority to receive and investigate complaints relating to unfair and misleading market conduct by suppliers of goods and services in the Kenyan economy. Specifically, this mandate covers false or misleading representations, unconscionable conduct, product safety standards, product information standards, as well as liability for unsuitable goods and defective products. The Authority also creates awareness among consumers regarding their rights, obligations, and the remedies available under the Act. 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 of advising the Government on matters relating to consumer protection.

Following the incorporation of key aspects of consumer protection strands into the Competency-Based Education (CBE) curriculum for Junior Secondary School (JSS) in 2024, specifically in Business Studies, English, Social Sciences and Pre-technical Studies, it is necessary to create awareness among teachers and students. Therefore, in partnership with the Ministry of Education, the Authority sensitized 49,321 learners and 885 teachers. The sensitizations were carried out in ninety-six (96) JSS drawn from four (4) counties of Makueni, Tharaka Nithi, Homabay and Nairobi.

During the period under review, the Authority received and investigated nine hundred and fifteen (915) consumer cases drawn from twenty (20) sectors of the economy. This marked a 37% increase from the six hundred and sixty-eight (668) cases investigated in FY 2023/24. In the FY 2024/2025, the Authority finalized 57.3% of the total cases investigated, resulting in consumer savings of KES 21.4 million.

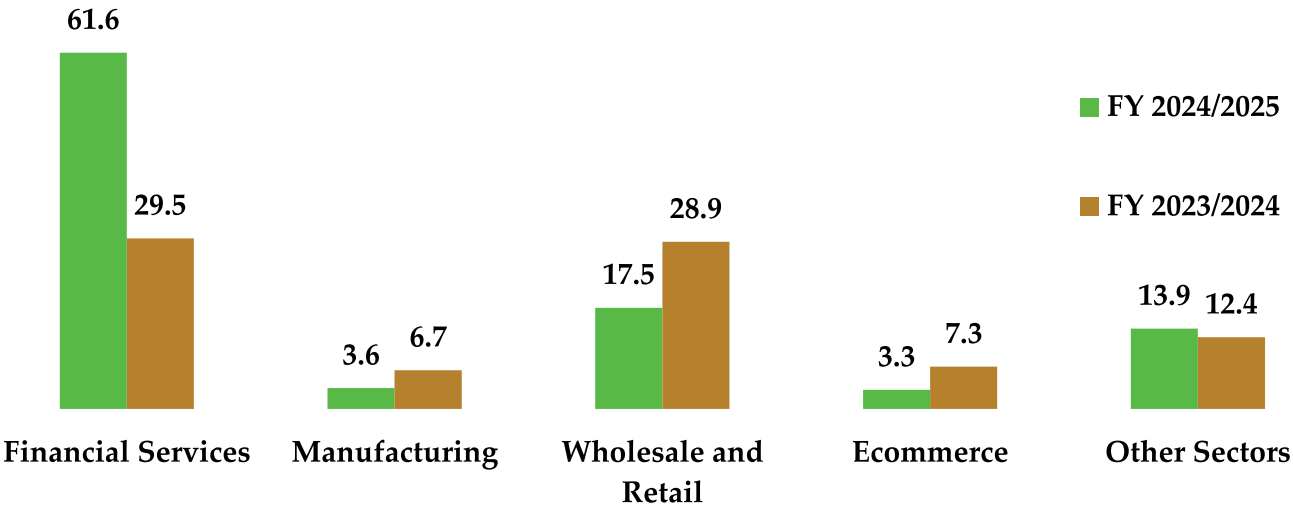


Figure 6: Percentage comparison of the sectors in the FY 2023/24 and 2024/25

The financial services sector (61.6%) and the wholesale and retail trade sector (17.5%) recorded the highest number of consumer violations, followed by manufacturing (3.6%) and e-commerce (3.3%). Other sectors namely; betting, agriculture, imports and exports, tourism, insurance, transport and storage, health, real estate (housing), professional services, electricity and gas (energy), education, accommodation and foods services, and construction recorded an increase (13.9%) in the number of consumer cases handled compared to the FY 2023/24.

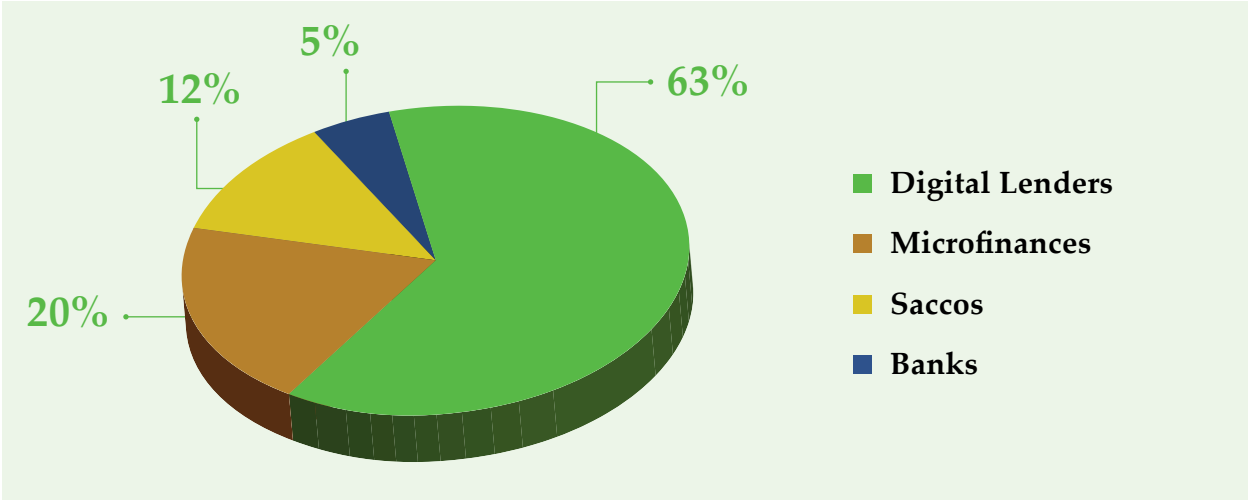


Figure 7: Total number of cases received from the Financial Sector

Complaints in the financial services sector were mainly against digital lenders and microfinance institutions, comprising of the cases 61% compared to 34% in the FY 2023/24. This sector has, over the years, continued to record a high number of cases, a phenomenon which is attributable to the rapid growth of digital lending companies and digital applications that ease access to loans to consumers, albeit with attendant violations of consumer welfare provisions. The main consumer infringements included false and misleading representations and unconscionable conduct. Further, complaints against both deposit and non-deposit-taking financial institutions, such as Banks, Microfinance and

SACCOs, relating to non-disclosure of fees and charges as well as unilateral mutation of terms and conditions were investigated.

Sectors such as aviation, manufacturing, real estate, and arts and recreation services recorded a reduction in complaints in the period under review compared to FY 2023/24. However, the Authority saw an increase in the number of complaints lodged relating to scams and fraud, mainly in e-commerce and trade. These matters are criminal and, therefore, the Authority collaborated with the Directorate of Criminal Investigations (DCI) to address them.

In ensuring timely redress of consumer complaints that have an inter-agency dimension, the Authority collaborated with sector regulators including the Kenya Bureau of Standards (KEBS), the Insurance Regulatory Authority (IRA), the Central Bank of Kenya (CBK), the Office of the Data Protection Commissioner (ODPC), the Communications Authority of Kenya (CA), the Sacco Societies Regulatory Authority (SASRA), the Tourism Regulatory Authority (TRA) and the Kenya Civil Aviation Authority (KCAA). For instance, the Authority collaborated with KEBS on consumer matters involving product information and safety standards and further referred consumer cases to specialized government agencies as prescribed under section 68 of the Act.

SAMPLE CASES

1 FALSE OR MISLEADING REPRESENTATION & UNCONSCIONABLE CONDUCT:

Nelson Mwongela Vs. African Capital Limited

The Authority received a complaint from Mr. Nelson Mwongela concerning a loan facility of KES 177,720.00 obtained from African Capital Limited (AFCL). The complaint related to an inflated loan balance of KES 500,000.00, allegedly due to the unilateral imposition of fees and charges by the financier. The matter was assessed under sections 55, 56(1) 2(a)(b)(d), 56 (3), and 56 (4) of the Act, on unconscionable conduct.

Following investigations, AFCL was duly served with a notice of investigations under section 70A as read together with section 31(4) of the Act and engaged in further correspondence with the Authority. Subsequently, AFCL proposed an amicable resolution with the complainant, which involved waiving the inflated charges and closing the loan account. In addition, a stop order was issued to the complainant's employer, and AFCL undertook a mandatory review of its loan terms and conditions to address the gaps identified, which included ambiguous clauses, punitive clauses, improperly filled loan forms, and a broken consumer complaint handling mechanism.

As part of administrative measures, the Authority required AFCL to undertake a compulsory compliance training program for its staff. Additionally, AFCL committed to ensuring strict adherence to the provisions of the Act on consumer welfare.

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1 FALSE OR MISLEADING REPRESENTATION AND UNCLEAR PRODUCT INFORMATION STANDARDS:

Competition Authority of Kenya vs. Honey Manufacturers/ Importers

In exercise of its mandate to initiate investigations *suo moto*, the Authority undertook a nationwide inquiry into the honey sub-sector pursuant to section 70A as read together with section 31 of the Act. The investigation involved market screening, mystery shopping, and subsequent laboratory testing of honey products sourced from various manufacturers and importers.

Samples of honey brands from 50 manufacturers/importers were analysed by an accredited laboratory, and findings revealed that over 80% of the tested products were non-compliant, containing additive levels exceeding permissible limits.

Following these results, the Authority commenced a formal investigation by issuing Notices of Investigation to all implicated parties, under section 70A as read together with section 31(4) of the Act and in accordance with the Kenya Standard KS EAS 36:2020 (Honey — Specification). Notably, the affected honey products were marketed and labelled as "100% Pure and Natural Honey," which was found to be misleading and contrary to Clause 4.1 of KS EAS 36:2020. The clause stipulates that pure honey must not contain any added substances.

The labelling and sale of adulterated honey were deemed to violate sections 55(a)(i) & 60(1) of the Act, which prohibit the supply of consumer goods that fail to meet prescribed product information standards.

The labelling and sale of adulterated honey were deemed to violate sections 55(a)(i) & 60(1) of the Act, which prohibit the supply of consumer goods that fail to meet prescribed product information standards.

As a result, the parties were required to implement corrective measures to ensure that all aspects of product packaging, storage, and handling fully adhere to applicable laws and standards. The entities further committed to periodic compliance monitoring by the Authority to safeguard consumer welfare.

1 UNSAFE PRODUCT:

Recall of 50ml Single-Use Neutralizing Shampoo contained in Dark & Lovely Moisture Plus Kits by L'Oréal East Africa Limited

The Authority received a recall notification from L'Oreal East Africa Limited ("L'Oreal") relating to a safety concern regarding its 50ml single-use neutralizing shampoo contained in Dark & Lovely Moisture Plus Kit Super and Dark & Lovely Moisture Plus Kit Regular ("the products").

The recall was conducted under Rule 28(1) of the Competition (General) Rules, 2019 ("the Rules"), which empowers suppliers to recall goods upon detection of a safety-related hazard or upon receipt of complaints from consumers regarding any dangerous characteristic of the goods or injury resulting from the use of the goods. The Authority

also applied Rule 28(2), (3), (4) and (5), which provides for the procedure governing voluntary product recalls in Kenya and Rule 29(1) and (2) of the Rules, which stipulates that products that have been recalled in foreign jurisdictions shall also be recalled in Kenya.

The Authority ensured that all the units of the products were withdrawn from the Kenyan market by following the provided batch numbers that uniquely identified the product, which guided the recall process for tracing the buyers of the product as well as the distributors who had purchased it. Following the successful collection of all the traceable products, the Authority witnessed destruction of the products at the manufacturer's Industrial Area chosen location.

STRATEGIC GOAL 2
RESEARCH AND ADVOCACY

The Authority conducts market inquiries, studies, and research into matters relating to competition and consumer protection. During the year under review, the Authority conducted two (2) market inquiries and two (2) market studies informed by emerging concerns in the business environment.

The Act also empowers the Authority to conduct advocacy initiatives as one of the main pillars of contemporary competition law application. 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 compliance by stakeholders on competition and consumer law, and policy enforcement. In the year under review, twelve (12) advocacy engagements were conducted as illustrated in Table 7.

I. MARKET INQUIRIES

a. Animal Feeds

During the reporting period, the Authority finalized a market inquiry into the animal feeds sector. The Government, under BETA, focuses on addressing the cost, quality, and access to agricultural inputs, including animal feeds, seeds, fertilizers and pesticides. Further, in the Medium-Term Plan 4 (MTPIV), the animal feed value chain has been identified as a key area requiring policy intervention. The animal feed sector is integral to the growth of livestock farming, which supports food security and economic development and holds enormous potential for value creation, employment, and investment. The inquiry was motivated by the realization that despite prioritization and policy efforts, the prices of animal feeds in Kenya have remained disproportionately high. The market inquiry assessed the market structure, interactions, and outcomes within the animal feed value chain. The Inquiry sought to uncover factors contributing to uncompetitive pricing and market inefficiencies, particularly those stemming from input costs, and to provide recommendations for reforms that promote sustainable growth and fair competition.

The specific objectives of the inquiry were to: (i) analyze the structure and dynamics of the animal feed sector in Kenya, particularly in dairy and poultry segments; (ii) evaluate pricing and cost trends, with a specific focus on major inputs such as maize, soybean meal, and sunflower cake; (iii) assess whether the observed market outcomes reflect effective competition or are indicative of anti-competitive practices; and (iv) identify opportunities for policy and regulatory intervention to enhance competition, reduce prices, and boost sectoral growth.

Key findings from the inquiry indicated that; the major factor behind high feed prices was the cost of key inputs, particularly soybean meal and sunflower cake, which were mostly imported from the region (Malawi, Zambia, Tanzania, and Uganda). These inputs were subject to significant mark-ups and pricing inconsistencies. Further, feed production market was concentrated and vertically

integrated. A small number of firms, particularly the top four producers, accounted for over 50% of total commercial feed production, with even higher concentration in dairy and poultry feed segments. Many of these large producers were vertically integrated, giving them advantages over smaller competitors. The findings also pointed to the existence of regional and cross-border market challenges. The regional markets from which Kenya sourced key inputs were highly concentrated.

Four major corporate groups dominated soybean and sunflower processing and trade across East and Southern Africa. These players reportedly charged Kenyan manufacturers higher prices compared to other export destinations, raising suspicion of discriminatory pricing and possible market coordination. In addition, the animal feed market was characterized with barriers to entry and expansion. Smaller feed producers faced significant challenges due to a lack of access to competitively priced inputs and market information. Margin squeezing by integrated firms and opaque operations by intermediaries, such as brokers, had led to the exit of smaller players and had limited competition within Kenya. The lack of transparent access to market information, particularly on input pricing, created opportunities for coordination and exclusionary practices. This undermined competition and reduced the bargaining power of smaller feed manufacturers. The effects of the market failure in the animal feed market were the unrealized potential for savings.

To unlock the full potential of the animal feed sector and improve competitiveness, the Inquiry recommended regional coordination and trade facilitation. The Authority will collaborate with COMESA and EAC competition agencies to address cross-border anti-competitive practices. Further, mechanisms to make market information on feed input prices publicly accessible to level the playing field will be established. This will facilitate informed purchasing decisions by all market participants to reduce domestic fragmentation. Additionally, domestic policies should be harmonized, and inter-county taxes that translate to higher prices of goods. This will enhance internal competition and improve input accessibility, monitor market behaviour and pricing trends. Finally, continuous surveillance of market outcomes to determine if feed prices in Kenya converge with international trends should be undertaken.

b) Fertilizer Market Inquiry

Fertilizer plays a critical role in ensuring food security across the East African Community (EAC) by enhancing crop yields, improving plant health, and maintaining soil fertility. Recognizing this, both the EAC Vision 2050 and the EAC Industrialization Policy (2012–2032) have identified fertilizers and agrochemicals as priority sectors due to the region's comparative advantage and potential for growth. In recent years, however, fertilizer prices across the EAC, despite global price declines, have remained high, negatively impacting farmers and prompting governments to intervene with subsidies. The sector also exhibits high levels of market concentration, potential anti-competitive practices, and significant barriers to entry.

The objective of the market inquiry is to evaluate the state of competition in the fertilizer sector across the EAC.

In response to these concerns, the Authority, in collaboration with the East African Community Competition Authority (EACCA), initiated a market inquiry into the fertilizer sector, and it was ongoing as of the close of the reporting period.

The objective of the market inquiry is to evaluate the state of competition in the fertilizer sector across the EAC. Specifically, the study seeks to: (i) map fertilizer trading patterns by identifying product types and geographical markets, including import channels, ports of entry, and distribution networks across Kenya, Tanzania, Uganda, Rwanda, Burundi, and the Democratic Republic of Congo; (ii) examine the structure and degree of concentration among key players involved in manufacturing, importing, blending, distributing, and supplying fertilizers; (iii) analyze costs and price trends by reviewing the fertilizer value chain to understand cost components and price movements over the past five years; (iv) identify barriers by investigating regulatory, operational, and structural barriers to entry and exit within the fertilizer industry and (v) uncover impediments to competition and propose interventions.

The expected outcomes of this inquiry include: a comprehensive understanding of the fertilizer supply chain and competitive dynamics within the EAC region; identification of structural or behavioural competition concerns that may be inflating fertilizer prices or limiting market access; evidence-based policy and regulatory recommendations aimed at fostering more competitive, transparent, and accessible fertilizer markets; strengthened regional cooperation in competition enforcement and market monitoring through collaboration between the Authority and EACCA; and support for pro-competitive reforms that could ultimately lead to reduced input costs for farmers, improved food production, and greater food security in the region.

II. MARKET STUDIES

a) Internet Market Screening Study

The Authority undertook a screening study of the internet services market in Kenya, focusing on regulatory frameworks and the effects of emerging technologies on competition and consumer protection. The study assessed the provision of internet services, both mobile and fixed broadband, to businesses and consumers.

As of December 2024, mobile internet accounted for over 70% of web traffic in Kenya. The market was found to be highly concentrated, with a Herfindahl-Hirschman Index (HHI) of 5,007.86, indicating limited competition. In contrast, the fixed broadband market was moderately concentrated with an HHI of 2,467.02, reflecting more competitive dynamics.

The study confirmed that mobile and fixed broadband services are complementary rather than substitutable, warranting separate market considerations. It also found that sampled providers offered accessible product information on their websites. The key recommendation from the screening was the need to conduct a consumer survey to better understand complaint handling and redress mechanisms, switching costs, and possible anti-competitive practices in the internet market.

b) Ex-Post Evaluation of the Authority's Decisions in the Retail Sector

The Authority initiated an evaluation of its past decisions and interventions on abuse of buyer power in the Kenyan retail chain sub-sector, and it was ongoing as of the close of the reporting period. This was aimed at assessing the impact of the Authority's Buyer Power decisions on the economy, in general, and specifically on the producers, suppliers, consumers, and MSMEs in Kenya.

Specifically, the Authority aimed to: assess the market situation post-intervention for welfare benefits - a reduction in delayed payments, employment growth, improved earnings for MSME suppliers, and entry of MSME suppliers in the retail sector; provide a basis for the Authority to improve the quality of its decisions, account for its decisions, and demonstrate the benefits of enforcing competition law and policy towards creating efficient markets for consumers; evaluate the assumptions upon which the retail sector intervention decisions were constructed to improve the design and implementation of remedies and increase its knowledge in analysis; and determine the deterrent effects of the Authority's decision in the retail sector on delayed payments, unilateral contract termination, and transfer of risks.

III. STAKEHOLDER ENGAGEMENT

The Authority engaged stakeholders in various activities aimed at sharing information and experiences, learning and adopting international best practices on competition, consumer protection, and deterrence of abuse of buyer power. These are summarized in Table 7 below:

Table 7: Stakeholder engagement FY 2024/25

No.	Event/Forum	Stakeholders Engaged	Objective / key message	Expected Outcome
1.	Sensitization workshops on the proposed review and amendment to the public interest assessment, and stakeholders' sensitization on the merger filing process and the Consolidated Administrative Remedies and Settlement Guidelines	Participants included members of KNCCI, LSK, Law firms (Advocates), Civil Society and the business community	• To gather further input from stakeholders on areas of amendment of the public interest guidelines, including other factors to be considered • Creating awareness on the merger filing process, including the payment of merger filing fees through the E-Citizen portal; and • Expounding on the key changes brought about by the Consolidated Administrative Remedies and Settlement Guidelines, 2023 and their effect on the stakeholders	Efficiency in the merger application process and analysis

No.	Event/Forum	Stakeholders Engaged	Objective / key message	Expected Outcome
2.	Capacity building for MSMEs, manufacturers, retailers, suppliers, education and insurance sector stakeholders in Uasin Gishu, Mombasa and Nyeri counties	MSMEs in collaboration with Micro and Small Enterprises Authority, Kenya Association of Manufacturers (KAM), Retail Trade Association of Kenya (RETRAK), Association of Kenya Suppliers (AKS), Kenya Private Schools Association (KPSA), Association of Kenya Insurers (AKI), Kenya Motor Repairers Association (KEMRA), National Association of Kenya Investigators (NAKI), KNCCI and Motor Assessors Association of Kenya (MAAK)	Creating awareness on the provisions of Competition Law regarding abuse of buyer power and the role of stakeholders in the enforcement process	Informed stakeholders and enhanced compliance with the Act
3.	Capacity building of the East African Breweries (EABL)	EABL staff	Creating awareness on the provisions of Competition Law regarding abuse of buyer power and the role of stakeholders in the enforcement process	Informed stakeholders and enhanced compliance with the Act
4.	ACER Conference and Symposium	Government agencies, academia, corporates, legal fraternity, government	To deepen our stakeholders' knowledge of competition and consumer welfare and increase compliance with the law	Enhanced Knowledge sharing and collaborations with strategic stakeholders
5.	World Competition Day (WCD): Guest lecture	Kenya School of Law students and lecturers	• Promote an understanding of competition law and policy in promoting economic equality and • Enhance the Authority's corporate image in promoting effective competition	Increased awareness of the Authority's mandate, better understanding of the Authority's role in promoting equality, and increased compliance with the Act

No.	Event/Forum	Stakeholders Engaged	Objective / key message	Expected Outcome
6.	Awareness Creation for the Staff of Anvil Holdings Limited	Staff from Ngao Credit, Upesi Money Transfer Limited, Switchlink Africa Limited, Lucent Insurance Brokers and Tracking Hub Limited that are under the Anvil Holdings Limited	Awareness creation among the staff regarding consumer welfare	A reduction in consumer complaints against their products and enhanced understanding of the provisions of the Act, as well as enhancing stakeholder relationships
7.	Compliance training for Mabati Rolling Mills and Insteel Limited	Management and staff from Mabati Rolling Mills and Insteel Limited	To ensure compliance with the terms of settlement between MRM and the Authority regarding competition law compliance training	Enhanced compliance with the Act
8.	World Consumer Rights Day (WCRD) 2025 and Junior Secondary School sensitizations	The Authority held WCRD in 3 counties, namely, Tharaka Nithi, Makueni and Homabay by carrying out awareness creation and sensitization to 45 selected Junior Secondary Schools following inclusion of consumer protection strands and sub-strands in their curriculum, for which the Authority had participated in developing. A total of 12,752 learners and 393 teachers were sensitized	• To educate consumers on their rights, obligations, and remedies; • Sensitize Junior Secondary learners on consumer protection; • Engage consumer bodies through participation; • Sensitizing consumers on how to lodge complaints • Attend to consumer inquiries and queries; and • Receive and document consumer complaints for further action	Increased visibility and enhanced consumer awareness
9.	Sensitization of JSS Learners in Nairobi City County	36,548 JSS Learners and 492 teachers	To create awareness on consumer protection as well as deepen comprehension and understanding of the strands and sub-strands on consumer protection that were included in the JSS curriculum	Enhanced understanding of consumer protection provisions by the learners and teachers
10.	LSK Chapters Sensitization	The Authority engaged advocates in 6 LSK Chapters, namely: Mombasa, Kwale, Malindi, Kitui, Kajiado, and Machakos	Sensitization on competition law and policy, and the provisions of the Act	Strengthened awareness of competition law and policy

No.	Event/Forum	Stakeholders Engaged	Objective / key message	Expected Outcome
11.	Uganda knowledge exchange workshop	United Nations Capital Development Fund (UNCDF), Ministry of Trade, Industry and Cooperatives (MITC) of Uganda, Uganda Communications Commission (UCC), Bank of Uganda (BoU), Communications Authority of Kenya (CA) and the Central Bank of Kenya (CBK)	To benchmark competition and consumer protection enforcement in Kenya	Enhanced collaboration with sector regulators and strategic partners
12.	Kenyatta University Economics Students' Association (KUESA) Sensitization	Kenyatta University Economics Students' Association (KUESA) Members	• To learn about the Authority's mandate and functions; and • To learn about the available career opportunities for the students and the associated requirements and qualifications	A deepened competition culture

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 were compliant with the provisions of the Act. These are summarized below:

Table 8: Advisory opinions

No.	Bill/Policy/ Guidelines/ Regulations Reviewed	Summary of the Bill/Policy	Advisory Opinion/Comments
1.	Draft National Consumer Protection Policy	Draft National Consumer Protection Policy (NCPP), developed by the Kenya Consumer Protection Advisory Committee (KECOPAC) under Ministry of Investment, Trade and Industry State Department for Trade, outlines a comprehensive approach to safeguarding consumer rights and interests anchored on a rights-based foundation for protecting consumer transactions, including goods, services, digital trade, and emerging markets, across public and private sectors, and formal and informal markets	The Authority acknowledged that the development of a National Consumer Protection Policy was necessary for the enhanced protection of consumers. In addition, it reiterated its commitment to support the development of the National Consumer Protection Policy that will lead to effective coordination amongst sector regulators and county governments towards the enhancement of the welfare of consumers in the Republic of Kenya

No.	Bill/Policy/ Guidelines/ Regulations Reviewed	Summary of the Bill/Policy	Advisory Opinion/Comments
2.	Zambia Competition and Consumer Protection Commission Regulations	The Competition and Consumer Protection Commission of Zambia was in the process of amending the Competition and Consumer Protection (General) Regulations 2011 ("the Regulations"), and the Guidelines for the Administration of Fines 2019 ("the Guidelines). CCPC requested the Authority to submit its comments on the regulations and guidelines	The Authority proposed that CCPC should clarify the various terms used in the regulations. Further, it was proposed that while penalties are outlined, there is a need to add other remedies to provide relief to a consumer or group of consumers
3.	Draft National Policy on Virtual Assets and Virtual Asset Service Providers Bill, 2024	The Bill provided a legislative framework to regulate virtual asset service providers and address potential financial crime risks associated with the misuse of virtual asset products and services, and for other related purposes.	• The Authority proposed that the roles of supervisory authorities, competent authorities, and investigating authorities should be clarified. This would enhance inter-agency coordination and facilitate the effective exchange of information. Further, the Bill should be aligned with existing legal frameworks and Consumer Protection provisions. Finally, there should be an established monitoring of market conduct.
4.	AfCFTA Competition Protocol Regulations	The Protocol will be implemented through four regulations: AfCFTA regulation establishing the AFCFTA competition network; AfCFTA regulation on the procedures and powers of the authority; AfCFTA regulations on the composition and modalities of the tribunal; and AfCFTA regulations on mergers and acquisitions & abuse of dominance.	• **AfCFTA regulations on mergers and acquisitions & abuse of dominance:** **Article 4:** Definition of merger, **Article 5:** Determination of Mergers with a Continental Dimension, **Article 7:** Applicable Market Shares, **Article 8:** Defining Relevant Market • **AFCFTA regulation establishing the AFCFTA competition network:** **Article 2:** Objectives – proposal to delete objective (c) coordinate enforcement actions and investigations related to cross-border competition issues; **Article 6:** Functions of the ACN - Proposal to delete 1(f) Prepare and conduct advocacy programs, studies and inquiries on competition-related topics relevant to the continent. **Article 7:** Modalities of Operation **Article 8:** Cooperation on Concurrent Jurisdiction - Proposal to Delete this whole section. The provisions give the network enforcement functions that should belong to the regional Authority.

No.	Bill/Policy/ Guidelines/ Regulations Reviewed	Summary of the Bill/Policy	Advisory Opinion/Comments
5.	Telecommunications Market Structure	The Authority received a request from the Communications Authority of Kenya for an advisory on whether the revised telecommunications market structure and applications requirements instruments raise competition concerns.	The Authority advised CA to consider allowing other tiers access to the RTI business and clarification whether a single NFP can acquire multiple T4 licenses across different counties, provided that operations for each license are confined to its respective county.
6.	Memorandum on the complaint of anti-competitive practices by the Kenya Transporters Association (KTA) against multinational companies in Kenya	A request for information from the National Assembly's Departmental Committee on Trade, Industry and Cooperatives. The request follows a complaint from the Kenya Transporters Association (KTA) alleging that multinational companies (MNCs) in the transport and logistics sector prefer to deal with fellow MNCs, leaving out local Kenyan firms.	• The Authority pointed out that, based on the Act, the proposed arrangement to reserve 60% of transport services for local (Kenyan-owned) firms would undermine the object of the Competition Act and, if granted, would contravene the provisions of section 21 • Further, the Authority elucidated the process of analyzing a vertical agreement and pointed out that it may be only problematic if they result in a substantial prevention or lessening of competition • The Authority proposed a full investigation if the claim of price discrimination were proved.

V. REGIONAL AND INTERNATIONAL ENGAGEMENTS

During the period under review, the Authority engaged international and regional agencies in various joint activities;

Table 9: Collaboration with Regional and International Agencies

Agency	Activity

East African Community Secretariat	• The Authority participated in the;
	  • 24th and 25th meetings of the Sectoral Council on legal and judicial affairs, Arusha, Tanzania
	  • 45th meeting of the Sectoral Council on Trade, Industry, Finance and Investment, Arusha, Tanzania
	  • 46th meeting of the Sectoral Council on Trade, Industry, Finance and Investment, Arusha, Tanzania
	  • The Legislative Draftspersons and Competition Experts to draft EAC Competition Legal Instruments for consideration by the Sectoral Council on Legal and Judicial Affairs, Kampala, Uganda

Agency	Activity
East African Community Competition Authority	• Experts meeting to review the framework on the Enforcement of Cross-Border Mergers and Acquisitions and develop a Merger Operations Manual, Kigali, Rwanda • The Authority facilitated and participated in a capacity-building on Competition Case Handling, Bujumbura, Burundi • Case handlers' capacity building on investigation and analysis of cross-border mergers and acquisitions in Mombasa and Dar es Salaam
Philippines Competition Commission	The Authority presented its position on the role of competition in Agricultural development in the 2025 Forum on Competition in Developing Countries, Manila, Philippines
Egyptian Competition Authority	The Authority participated in the Egyptian Competition Authority's 20th Anniversary Annual Conference, Cairo, Egypt, focusing on fostering cooperation in emerging areas of competition enforcement
International Competition Network	The Authority presented its position in three sessions at the ICN Annual Conference, 2025, Edinburgh, Scotland. The sessions focused on: food and agriculture, advocating for competition and emerging areas, and ex-post impact assessment of enforcement and advocacy. Moreover, it was recognized for the Animal Feeds Market Inquiry
10th AfCFTA Meeting of the Committee on Competition Policy and 1st AfCFTA Meeting of the Committee of Heads of Competition Authorities	The Authority attended the 10th meeting of the committee on Competition Policy and the 1st meeting of the committee of the Heads of National and Regional Competition Authorities in Africa, Cape Town, South Africa. The objective was to consider the draft regulations and apprise the Heads of Competition Authorities on the progress in implementing the Competition Protocol
Korea Fair Trade Commission	The Authority attended the Capacity Building for Improvement and Specialization of Consumer Protection – Multi-Country Program 2025 by Korea International Cooperation Agency (KOICA), Seoul, South Korea
Office of Competition and Consumer Protection, Poland	The Authority's staff participated in a Consumer Protection capacity building session in collaboration with Polish Aid, Warsaw, Poland
European Union, Directorate-General for Competition	The Authority participated in the Africa-EU Competition Week, Bruges, Belgium, focusing on major developments and challenges in competition policy in Africa and the EU
US-Fair Trade Commission and Department of Justice	The Authority presented its position on the implementation of Kenya's competition regime at the International Bar Association (IBA), Washington, United States of America

STRATEGIC GOAL 3

VISIBILITY AND ORGANIZATIONAL SUSTAINABILITY

I. INFORMATION AND COMMUNICATION TECHNOLOGY

The Authority continued to leverage ICT to not only ensure seamless operations and support service delivery to its stakeholders but also to align with the government's vision of enhancing government service delivery through digitization and automation of the Authority's critical processes.

In the year under review, the Enterprise Resource Planning (ERP) system from Dynamics NAV 2016 was upgraded to Microsoft BCERP. It offers automatic updates, stronger cybersecurity features, and better scalability, allowing the Authority to adapt to changing operational demands without major system overhauls. Its advanced analytics, AI-driven insights, and automation capabilities also improve decision-making, reduce manual processes, and ensure greater financial transparency, critical for public accountability and sustainable governance. Its integration with user portals reduces the Authority's financial spending on licenses, thus ensuring organizational sustainability.

In line with the Strategic Plan to expand its enforcement capabilities, the Authority has established a forensic laboratory equipped with advanced forensic tools. This initiative aims to strengthen the Authority's investigative effectiveness and maintain its competitive edge in addressing complex competition and consumer protection issues.

Through advanced forensic tools and expertise, the Authority can extract, preserve and examine data from electronic devices, analyze digital, financial, and documentary evidence in complex investigations like cartels, price-fixing, bid-rigging, and abuse of dominance. This will ensure that the Authority has robust, credible evidence that will support its enforcement actions and legal proceedings.

Moreover, the Authority redesigned its website architecture. The upgrade incorporated the use of the latest web design frameworks and content management systems, thus producing a website with a stronger security architecture, better performance optimization, and enhanced accessibility features, critical for ensuring inclusivity and compliance with modern web standards. This upgrade eliminates the risks associated with outdated systems, such as security vulnerabilities and limited technical support. It also introduces a more streamlined content authoring experience, improved integration with third-party services, and future-ready capabilities that support multilingual content, mobile responsiveness, and user personalization.

II. AFFIRMATIVE ACTION ON THE PROCUREMENT OF GOODS, WORKS, AND SERVICES

The Authority maintained Access to Government Procurement Opportunities (AGPO) above the minimum 30% threshold, and the promotion of local content as prescribed by the Public Procurement and Asset Disposal Act (PPDA), 2022 and Public Procurement and Asset Disposal Regulations, 2020. The Authority awarded 39% and 73.2% of its total procurement spending on tenders to special interest groups (Youth, Women & PWDs) and local content (LC), respectively, as per the tables below.

Table 10: Contracts Awarded to AGPO

S/No	Total contracts per quarter (KES)	Contracts awarded to AGPO (KES)	% of contracts awarded to AGPO group
Q1	12,472,789.00	5,862,230.00	47
Q2	26,926,704.18	11,582,541.30	43
Q3	13,480,983.00	6,884,734.00	51
Q4	52,876,530.58	16,848,194.80	32
Totals	**105,757,006.76**	**41,177,700.10**	**39**

Table 11: Contracts Awarded to Local Content

S/No	Total contracts per quarter (KES)	Contracts awarded to Local Content LC (KES)	% of contracts awarded to LC
Q1	12,472,789.00	12,203,639.00	98
Q2	26,926,704.18	18,748,907.00	70
Q3	13,480,983.00	8,554,409.00	63.4
Q4	52,876,530.58	37,884,533.66	72
Totals	**105,757,006.76**	**77,391,488.66**	**73.2**

In adherence to the good governance tenets of transparency and accountability, tenders and contracts were published in the Public Procurement Information Portal (PPIP). Further, contracts awarded under Local Content (Buy Kenya Build Kenya) and AGPO were submitted to the State Department for Industry in the Ministry of Investment, Trade and Industry, and the National Treasury, respectively, in compliance with PPDA, 2022 and Public Procurement & Asset Regulations, 2020.

III. HUMAN CAPITAL

The human capital of the Authority serves as the cornerstone for attaining performance excellence, characterized by the availability of essential resources, expertise, and robust systems necessary to fulfil its mandate. In pursuit of excellence, the Authority promotes innovation, prioritizes investment in human capital, integrates advanced technological solutions, and ensures alignment with its strategic objectives. This comprehensive and integrated approach enhances institutional capability, thereby yielding superior performance outcomes that set new benchmarks of excellence. To strengthen its institutional capacity, the Authority places significant emphasis on the recruitment, development, and retention of highly skilled and motivated personnel through structured training, mentorship, and professional development programmes.

As of the end of the period, the Authority's total staff complement stood at seventy-one (71), comprising fifty-six (56) on permanent and pensionable terms, and fifteen (15) on contract terms, with a female-to-male ratio of 37:63. During the year under review, five (5) key positions were successfully filled through a competitive recruitment process while four (4) staff members exited the Authority's service.

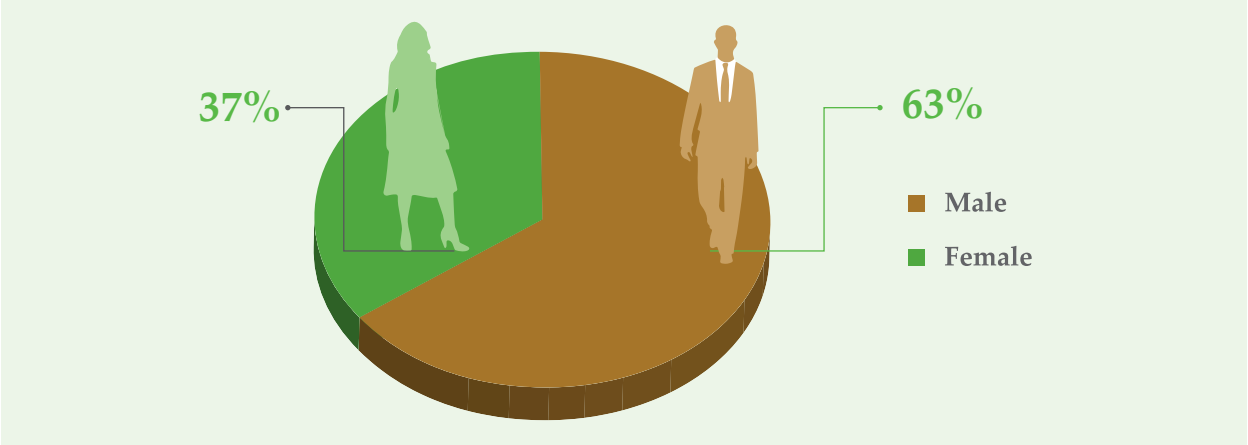


Figure 8: Gender Representation

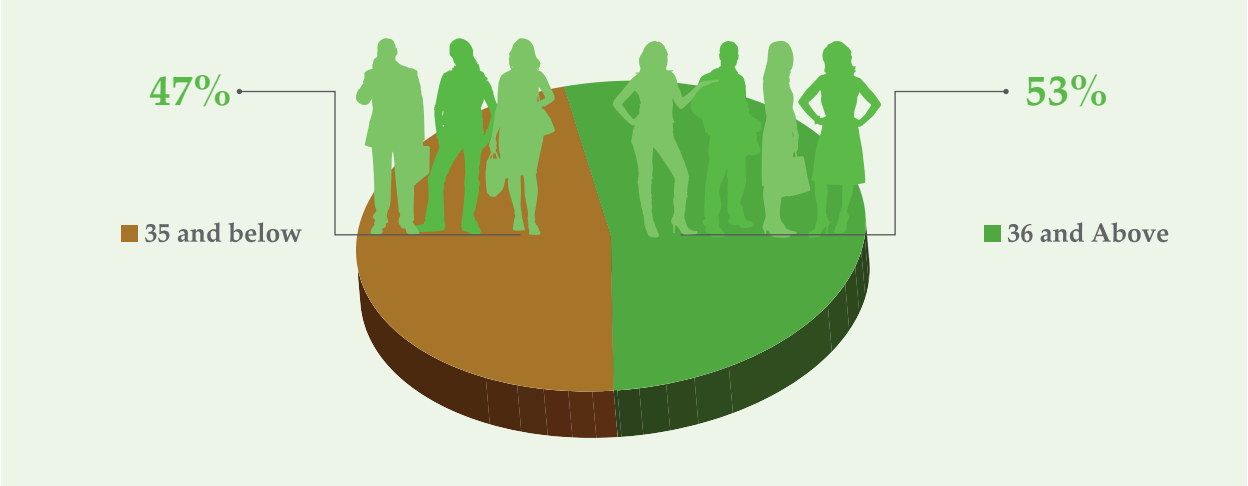


Figure 9: Staff category by Age

Of contracts amounting to KES 41.2 million awarded to suppliers in the AGPO category.

Of goods and services amounting to KES 77.4 million procured by the Authority in the reporting period were locally manufactured.

The staff establishment comprised of youth and other age bands as outlined above. The youth, ages 35 and below, made up 47% of the total Authority's staff.

Moreover, the staff composition complied with the Constitutional (Article 10) requirement on regional diversity as per Figure 10 below;

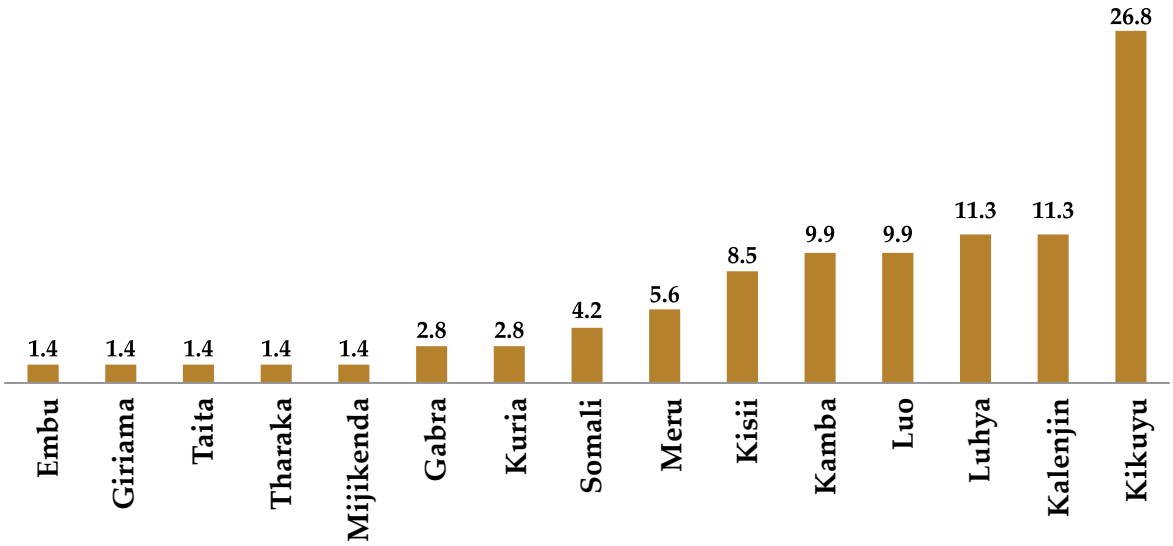


Figure 10: Ethnic Representation (Percentage)

Organizational Learning

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 organized training and development programs to enhance staff competency, improve service delivery, facilitate effective management, support career progression, and promote professional development.

The trainings were categorized into five broad areas: Management skills development, Regulatory and Technical capacity building, Organizational development and effectiveness, Career/professional development, and Performance Contracting obligations programmes, and were implemented through continuous professional development initiatives, in-house training and plenary sessions, external workshops, and participation in industry-specific conferences. These efforts aimed to promote a high-performance culture and strengthen the Authority's ability to respond to emerging challenges in a dynamic regulatory environment.

Table 12: Learning and Development

Training Programme	Courses Undertaken
Management Skills Development	• Senior Management Course • Strategic Leadership Development Programme
Regulatory & Technical Capacity Building	• Competition Case Handling • 19th Cresse Summer School on Competition and Regulation • The ICN Annual Conference • Heads of National and Regional Competition Authorities in Africa • Knowledge exchange programme with Uganda • Improvement and Specialization of Consumer Protection (South Korea and Poland) • The Africa-EU Competition Week • International Bar Association (IBA) • Forensic Skills Training
Organizational Development and Effectiveness	• Enterprise Resource Planning • ISO 31000:2018 Training • Defensive Driving • Research Design, Data Management and Statistical Analysis • Course Records Retention and Disposal Schedule • Retirement Readiness Training • Procurement training • Asset management training
Career / Professional Development	• Continuous Professional Development (CPD) Programmes • Post Graduate & Diplomas • Master's Degree • Certification Programs
Performance Contracting (Cross-cutting issues)	• Data Protection • HIV & Aids Awareness • Drugs and Substance Abuse Prevention • Disability Mainstreaming • Gender Mainstreaming • Road Safety • Environmental Sustainability • Health, Safety, and Environment (HSE) and Fire Prevention • Integrity, Ethics, and Corruption Prevention • National Cohesion and Values • Public Service Values and Compliance • Productivity Mainstreaming • Science, Technology, and Innovation

Apprenticeship & Internship Programs

The Authority provided apprenticeship and internship opportunities to fifteen (15) candidates, comprising seven (7) males and eight (8) females who were recent graduates of master's and degree programs, respectively. This is aimed at bridging the gap between theory and practice, equipping the youth with essential skills and insights while enhancing their career prospects and overall readiness for the professional world in support of the government's agenda to equip the youth with requisite skills.

Staff Retention

To enhance staff retention, the Authority implemented several strategic initiatives, including staff capacity-building programs, career progression through internal promotions, mortgage and car loan benefits, recognition programs to reward exceptional performance and a comprehensive medical scheme to support the psychosocial well-being of employees and their families.

Work Environment

The work environment is instrumental in shaping employees' experiences, with a direct impact on their performance, job satisfaction, and overall well-being. While ensuring statutory compliance and promoting a conducive and supportive workplace, the Authority implemented workplace policies through the active participation of designated standing committees. Table 13 outlines the objectives and activities undertaken by the various committees.

Table 13: Committees and Activities Undertaken

S/No.	Committee	Objectives	Activities Implemented
1.	HIV & AIDS	To mainstream HIV & AIDS prevention by creating awareness among staff members and stakeholders	• Public sensitization during the World Consumer Rights Day • Participated in World Aids Day.
2.	Environmental Sustainability	To enhance environmental conservation and sustainability	• Planted 2,700 trees • Championed the use of segregated bins for waste disposal
3.	National Cohesion Values and Principles of Governance	To promote National Cohesion, values, and principles of Governance in the Authority and to the general public	• Staff sensitization on NCV • Training of the Authority's national values champions • Prepared the Annual President's Report

S/No.	Committee	Objectives	Activities Implemented
4.	Disability Mainstreaming	Mainstream disability in the workplace and ensure accessibility and inclusivity.	• Capacity building for new staff and stakeholders • Provided assistive devices to staff (PWDs) – wheelchair • Awarded 3.39% of the amount reserved under Access to Government Procurement Opportunities (AGPO) to PWDs • The Authority's website was upgraded to be accessible to persons with visual impairment • Continued to offer opportunities for PWDs under recruitment in collaboration with NCPWD under FUZU
5.	Gender Mainstreaming	To promote gender equality and freedom from all forms of discrimination in the workplace through ensuring compliance with laws, policies, and practices	• Capacity building for new staff and stakeholders • Developed a diversity and inclusion policy that encompasses gender mainstreaming, gender-based violence, and disability mainstreaming • Ensured that the 1/3 Gender Rule representation has been maintained with the female-to-male ratio of 37:63
6.	Productivity Mainstreaming	To mainstream productivity within the organization	• Capacity building of the champions and the management • Drafting the Productivity report • Collection of data on productivity
7.	Road Safety Mainstreaming	To create awareness among staff on road safety	• Sensitized staff on road safety
8.	Drugs and Substance Abuse Prevention	To create awareness among staff on drugs and substance abuse	• Employee assistance programmes were availed to staff in partnership with various medical facilities that offer psychological, counselling, and rehabilitative services • Staff were provided with educational materials to enhance their parental skills about identification and coping with alcohol and drug abuse within the family unit • Staff were sensitized on improving mental health and its relation to substance abuse, as well as creating a work-life balance

S/No.	Committee	Objectives	Activities Implemented
	Occupational Health & Safety (OSH)	To enable a conducive work environment	• A Fire, Health and Safety Audit of the Authority's offices confirmed compliance with the Occupational Safety and Health Administration Act 2007 • Sensitization for staff on crisis management and emergency preparedness
	Science, Technology & Innovation	Mainstream Science, Technology and Innovation	• Sensitization of Committee Champions

IV. VISIBILITY AND CORPORATE IMAGE

Awareness creation activities are critical in enhancing knowledge about the Authority's mandate among stakeholders in a bid to create a competition culture, enhance consumer welfare in our economy and bolster compliance with the Act. To promote stakeholder engagement, various activities meant to articulate the enforcement and implementation of the Act were undertaken. During the review period, the Authority published all its determinations on the Website and other social media platforms, clearly articulating the reasoning behind each decision. This was aimed at increasing the transparency of our processes and ensuring that the Authority remains accountable to its stakeholders.

Stakeholders were apprised of enforcement interventions through the issuance and publicizing of various statements, orders, press releases, and opinion pieces. These communications were disseminated across media channels such as X, LinkedIn, and YouTube, with the Authority appearing in the press one hundred and forty-five (145) times across both legacy and new media channels, as highlighted in the table below;

Table 14: Publications

Title	Author	Link
Opinion Pieces		
The high cost of animal feed is a hindrance to food security	Ms. Rosebella Oiro & Dr. Arthur Odima, PhD	*https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/high-cost-of-animal-feeds-a-hindrance-to-food-security-5092594*
Planning to Win: Why strategic planning is crucial for government agencies	Ms. Ninette Mwarania	*https://www.standardmedia.co.ke/author/5021/ninette-k-mwarania*

Title	Author	Link
Why did the Price of Eggs and Poultry Skyrocket in Kenya?	Dr. Adano W. Roba, PhD & Ms. Carin Smaller	https://foodtank.com/news/2025/04/why-did-the-price-of-eggs-and-poultry-skyrocket-in-kenya/
It is Time for the Kenya Competition Regime to Incorporate ESG	Ms. Ninette Mwarania	https://www.capitalfm.co.ke/business/2024/09/it-is-time-for-the-kenyan-competition-regime-to-incorporate-esg/
Why Kenya needs a national policy on competition, and how to get one	Dr. Priscilla Njako, PhD	https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/why-kenya-needs-a-national-policy-on-competition-4755524
Rooting for financial services that promote global sustainability	Ms. Ninette Mwarania	https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/rooting-for-financial-services-promote-global-sustainability-4960282
Effective policies to strengthen MSMEs	Dr. Priscilla Njako, PhD	https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/effective-policies-to-strengthen-msmes-4839186
Levelling the playing field: Competition policy as a driver of equality, inclusion	Mr. David Kemei	https://www.businessdailyafrica.com/bd/opinion-analysis/columnists/competition-policy-as-a-driver-of-equality-inclusion-4845938

Other Publications		
Our Visit to Poland, the Home of Chopin, Copernicus, and Curie	CAK Team	https://www.cak.go.ke/our-visit-poland-home-chopin-copernicus-and-curie

Podcasts		
Inequality and Competition	Dr. Adano Wario	https://mwangocapital.substack.com/p/27-12-2024-cak-inequality-and-competition
Your Money, Your Right	Mr. Boniface Kamiti	https://mwangocapital.substack.com/p/31-05-2025-cak-your-money-your-right
Understand Your Consumer Rights – It's Not a Favour. It's the Law.	Mr. Joel Omari	https://www.citizen.digital/citizen-sounds/873
Launch of Strategic Plan	Mr. David Kemei	https://podcast.cak.go.ke/

Factory A
Factory B
Factory C
2012
2011
2010
2009

FINANCIAL STATEMENTS
FOR THE FY 2024/25

Report of the Directors

The Directors submit their report together with the audited financial statements for the year ended 30th June 2025, 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, 2025, are set out on page 102.

iii) Directors

The members of the Board of Directors who served during the year are shown on pages 14 - 17.

iv) Surplus Remission

In accordance with Regulation 219 (2) of the Public Financial Management (National Government) Regulations 2015, the Authority has made a provision for the remission of Kshs 37,036,371 into the Consolidated Fund, being 90% of its surplus funds reported in the audited financial statements for the year ended 30th June, 2025 (FY 2023/24 Ksh. 6,098,153).

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

David Kemei

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 30th June, 2025. 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 30th June, 2025, 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.

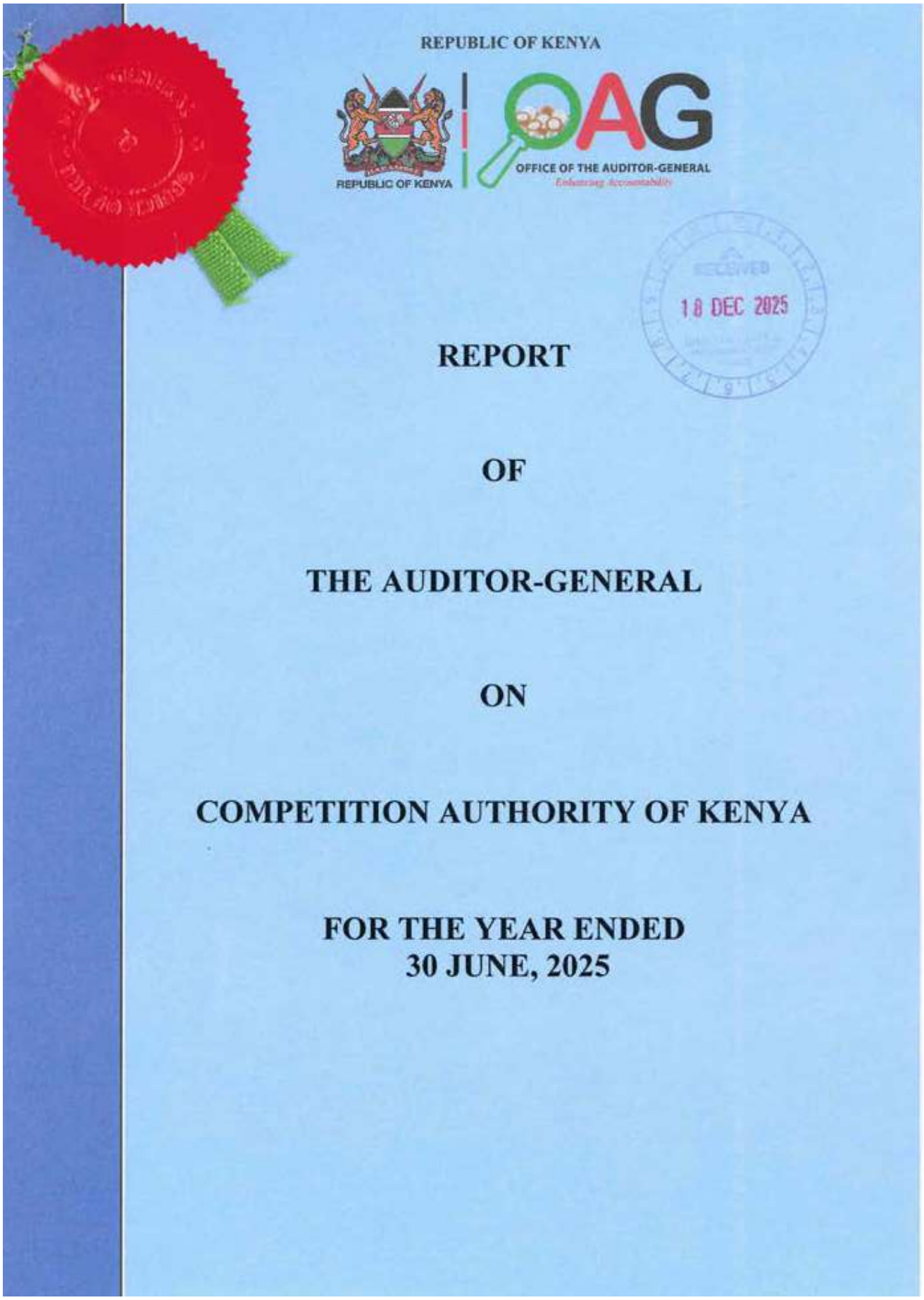
Nothing has come to the attention of the Directors to indicate that the Authority will not remain a going concern for at least the next twelve months from the date of this statement.

The Authority's financial statements were approved by the Board on 25th August, 2025 and signed on its behalf by:

Shaka Kariuki
Board Chairman

David Kemei
Director General

Report of the Auditor General on the Competition Authority of Kenya



REPUBLIC OF KENYA

REPUBLIC OF KENYA

OFFICE OF THE AUDITOR-GENERAL

RECEIVED
18 DEC 2025

REPORT

OF

THE AUDITOR-GENERAL

ON

COMPETITION AUTHORITY OF KENYA

FOR THE YEAR ENDED
30 JUNE, 2025

Report of the Auditor General on the Competition Authority of Kenya

REPUBLIC OF KENYA

Telephone: +254-(20) 3214000
E-mail: info@oagkenya.go.ke
Website: www.oagkenya.go.ke

HEADQUARTERS
Anniversary Towers
Monrovia Street
P.O. Box 30084-00100
NAIROBI

REPORT OF THE AUDITOR-GENERAL ON COMPETITION AUTHORITY OF KENYA FOR THE YEAR ENDED 30 JUNE, 2025

PREAMBLE

I draw your attention to the contents of my report which is in three parts:

A. Report on Financial Statements that considers whether the financial statements are fairly presented in accordance with the applicable financial reporting framework, accounting standards and the relevant laws and regulations that have a direct effect on the financial statements;

B. Report on Lawfulness and Effectiveness in the Use of Public Resources which considers compliance with applicable laws, regulations, policies, gazette notices, circulars, guidelines and manuals and whether public resources are applied in a prudent, efficient, economic, transparent and accountable manner to ensure the Government achieves value for money and that such funds are applied for the intended purpose; and,

C. Report on Effectiveness of Internal Controls, Risk Management and Governance which considers how the entity has instituted checks and balances to guide internal operations. This responds to the effectiveness of the governance structure, risk management environment and internal controls, developed and implemented by those charged with governance for orderly, efficient and effective operations of the entity.

An Unmodified Opinion is issued when the Auditor-General concludes that the financial statements are fairly presented in accordance with the applicable financial reporting framework. The Report on the Financial Statements should be read together with the Report on Lawfulness and Effectiveness in Use of Public Resources, and the Report on Effectiveness of Internal Controls, Risk Management, and Governance.

The three parts of the report are aimed at addressing the statutory roles and responsibilities of the Auditor-General as provided by Article 229 of the Constitution, the Public Finance Management Act, 2012, and the Public Audit Act, 2015. The three parts of the report when read together constitute the report of the Auditor-General.

REPORT ON THE FINANCIAL STATEMENTS

Opinion

I have audited the accompanying financial statements of Competition Authority of Kenya set out on pages 102 to 141, which comprise of the statement of financial position as at 30 June, 2025 and the statement of financial performance, statement of changes in net assets, statement of cash flows and 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

Report of the Auditor-General on Competition Authority of Kenya for the year ended 30 June, 2025

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, 2025 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 the 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 judgement, are of most significance in the audit of the financial statements. I have determined that there were no key audit matters to communicate in my report.

Other Information

The Directors are responsible for the other information set out on page 7 to 100, which comprises the Corporate Information, Board of Directors, Management Team, Chairman's Statement, Report of the Director General, Statement of Performance Against Predetermined Objectives, Environmental and Sustainability Report, Corporate Governance and Statement of Directors' Responsibilities. The other information does not include the financial statements and my auditor's report thereon.

In connection with my audit on Authority's financial statements, my responsibility is to read the other information and in doing so, consider whether the other information is materially inconsistent with the financial statements or my knowledge obtained in the audit or otherwise appears to be materially misstated. If based on the work I have performed, I conclude that there is a material misstatement of this Other Information, I am required to report that fact. I have nothing to report in this regard.

My Opinion on the financial statements does not cover the Other Information and accordingly, I do not express an audit opinion or any form of assurance 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, except for the effect of the matters described in the Basis for Conclusion

on Lawfulness and Effectiveness in Use of Public Resources section of my report, I confirm that nothing else has come to my attention to cause me to believe that public resources have not been applied lawfully and in an effective way.

Basis for Conclusion

1. Single Sourcing of Training Services

Review of procurement records indicated that the Authority procured training services from two consultants for a total of Kshs.3,149,430 through direct procurement. The following anomalies were noted;

i. Management did not provide justification for the use of the direct procurement method, as required under Section 103 of the Public Procurement and Asset Disposal Act, 2015.

ii. No tender document was issued to guide the tenderer's preparation and subsequent negotiations.

iii. An ad hoc Evaluation Committee to negotiate with the supplier(s) was not appointed, contrary to Section 46 of the Act.

Management did not provide contracts signed by both parties detailing the scope of work.

In the circumstances, Management was in breach of the law.

2. Non-Compliance with Guidelines on Managing Foreign Training

The statement of financial performance reflects use of goods and services expenses amounting to Kshs.121,301,349 which include payments in respect of training expenses amounting to Kshs.30,134,106 as disclosed in Note 11 to the financial statements. The expenditure includes subsistence allowance on foreign training amounting to Kshs.4,821,608.

However, no evidence was provided to confirm approvals from the Public Service Commission for the trainings as required by the Guidelines on Managing Training in the Public Service dated February, 2017 which require approval to train in foreign based institutions to be granted only in instances where the course applied is not available in any local institution.

In the circumstances, Management was in breach of the Guidelines on Managing Training.

The audit was conducted in accordance with ISSAI 3000 and ISSAI 4000. The standards require 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 comply 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 THE 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, except for the effects of the matter described in the Basis for Conclusion on Effectiveness of Internal Controls, Risk Management and Governance section of my report, I confirm that nothing else has come to my attention to cause me to believe that internal controls, risk management and governance were not effective.

Basis for Conclusion

Weaknesses in the Management of Imprest for Daily Subsistence Allowance

Review of supporting schedules and payment vouchers on travelling and accommodation, training and core mandate activities revealed payment of unrealistic daily subsistence allowances to some members of staff. Analysis of the allowances indicated that some of the staff were away from their duty stations for a period of more than three (3) months cumulatively. This situation could be an indication that the current system on processing and approval of daily subsistence allowances is susceptible to abuse given the high cumulative number of days approved to be away from duty station.

In the circumstances, the effectiveness of Management control over processing and approval of subsistence allowances could not be confirmed.

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 controls, 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 the Management and 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 as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless Management is aware of the intention 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 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

My responsibility is to conduct an audit of the financial statements in accordance with Article 229(4) of the Constitution, Section 35 of the Public Audit Act, 2015 and the International Standards of Supreme Audit Institutions (ISSAIs). The ISSAIs requires that, in conducting the audit, I obtain reasonable assurance about whether the financial statements as a whole are free from material misstatements, whether due to fraud or error and to issue an auditor's report that includes my opinion in accordance with Section 48 of the Public Audit Act, 2015. 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 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 conducting the audit, Article 229(6) of the Constitution also requires that I express a conclusion on whether or not 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 addition, I consider the entity's control environment in order to give an assurance on the effectiveness of internal controls, risk management and governance processes and systems in accordance with the provisions of Section 7(1)(a) of the Public Audit Act, 2015.

Further, I am required to submit the audit report in accordance with Article 229(7) of the Constitution.

Detailed description of my responsibilities for the audit is located at the Office of the Auditor-General's website at: https://www.oagkenya.go.ke/auditor-generals-responsibilities-for-audit/. This description forms part of my auditor's report.

FCPA Nancy Gathungu, CBS
AUDITOR-GENERAL

Nairobi

15 December, 2025

Statement of Financial Performance for the Year Ended 30th June 2025

	Notes	2024/2025	2023/2024
		Kshs	Kshs
Revenue from Non-Exchange Transactions			
Transfers from other Governments Entities	6	415,515,466	410,409,068
Levies, Fines, and Penalties	7	116,712,777	33,059,327
Total Revenue from Non-Exchange Transactions		**532,228,243**	**443,468,395**
Revenue from Exchange Transactions			
Rendering of Services	8	109,859,308	149,729,215
Finance Income	9	8,653,198	17,148,826
Other Income	10	-	1,086,244
Total Revenue from Exchange Transactions		**118,512,505**	**167,964,285**
Total Revenue		**650,740,748**	**611,432,680**
Expenses			
Use of Goods and Services	11	121,301,349	98,864,741
Employee Costs	12	291,420,023	284,678,764
Board Expenses	13	13,385,871	19,191,881
Depreciation and Amortization Expense	14	57,371,758	27,153,082
Policy, Risk, Competition & Consumer Protection Expenses	15	79,511,715	107,132,695
Repairs and Maintenance	16	20,838,804	26,449,619
Contracted Services	17	17,892,457	14,710,221
Total Expenses		**601,721,978**	**578,181,004**
Other Gains (Losses)			
Gain (Loss) on Sale of Assets	18	(327,832)	(13,315,158)
Gain (Loss) on foreign exchange transactions	26	(150,554)	(13,160,793)
Profit (Loss) on Revaluation of Assets	32	(7,388,859)	-
Surplus (Deficit) for the Year		**41,151,524**	**6,775,725**
Remission to National Treasury	33	37,036,371	6,098,153
Net Surplus for the Year		**4,115,152**	**677,573**

The notes set out on pages 109 to 139 form an integral part of these Financial Statements.

The financial statements set out on pages 102 to 108 were signed on behalf of the Board of Directors on 25th August, 2025 by:

Shaka Kariuki	**CPA Ambrose Ageng'a**	**David Kemei**
Board Chairman	*Head of Finance* *ICPAK No.3461*	*Director General*

Statement of Financial Position as at 30th June 2025

	Notes	2024/2025	2023/2024
		Kshs	Kshs
Assets			
Current Assets			
Cash and Cash equivalents	19	242,568,144	328,993,997
Receivables from Exchange Transactions	20	30,261,183	28,273,906
Inventories	21	4,284,108	1,871,794
Total Current Assets		**277,113,435**	**359,139,698**
Non-Current Assets			
Property, Plant and Equipment	22	327,762,834	285,876,330
Intangible Assets	23	57,199,236	26,189,175
Receivables from Exchange Transactions	20	230,848,693	227,182,943
Car and Mortgage Schemes Bank Balance	24	169,641,937	112,837,310
Total Non- Current Assets		**785,452,700**	**652,085,758**
Total Assets		**1,062,566,136**	**1,011,225,455**
Liabilities			
Current Liabilities			
Trade and other Payables	25	47,636,833	52,508,230
Current Provisions	26	6,275,200	19,156,736
Deferred Income	27	54,310,524	40,816,485
Employee Benefit Obligation	28	-	3,230,820
Surplus Payable to National Treasury	33	37,036,371	6,098,153
Total Current Liabilities		**145,258,929**	**121,810,424**
Non-Current Liabilities			
Deferred Income	27	296,022,848	350,902,354
Non-Current Employee Benefit Obligation	28	35,326,077	15,158,567
Total Non- Current Liabilities		**331,348,926**	**366,060,921**
Total Liabilities		**476,607,855**	**487,871,345**
Net Assets		**585,958,281**	**523,354,110**
Car and Mortgage Schemes	29	416,886,181	416,886,181
Accumulated Surplus	30	57,201,262	53,086,109
Capital Fund	31	53,381,820	53,381,820
Revaluation Reserve	32	58,489,022	-
Total Net Assets		**585,958,285**	**523,354,110**
Total Net Assets and Liabilities		**1,062,566,140**	**1,011,225,455**

The financial statements set out on pages 102 to 108 were signed on behalf of the Board of Directors on 25th August, 2025 by:

Shaka Kariuki	**CPA Ambrose Ageng'a**	**David Kemei**
Board Chairman	*Head of Finance* *ICPAK No.3461*	*Director General*

Statement of Changes in Net Assets for the Year Ended 30th June 2025

	Kshs	Kshs	Kshs	Kshs	Kshs
	Car and Mortgage Scheme	**Accumulated Surplus**	**Capital Fund**	**Revaluation Reserve**	**Total Fund**
As at July 1, 2023	416,886,182	52,408,536	53,381,820	-	522,676,538
Surplus for the year	-	677,573	-	-	677,573
As at June 30, 2024	**416,886,182**	**53,086,109**	**53,381,820**	**-**	**523,354,111**
As at July 1, 2024	416,886,182	53,086,109	53,381,820	-	523,354,111
Surplus for the year	-	4,115,152	-	58,489,022	62,604,175
As at June 30, 2025	**416,886,182**	**57,201,261**	**53,381,820**	**58,489,022**	**585,958,285**

The financial statements set out on pages 102 to 108 were signed on behalf of the Board of Directors on 25th August, 2025 by:

Shaka Kariuki
Board Chairman

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

David Kemei
Director General

Statement of Cashflows for the Year Ended 30th June 2025

	Notes	2024/2025	2023/2024
		Kshs	Kshs
Cash flows from operating activities			
Receipts			
Transfers from other Governments Entities	6	374,130,000	406,533,750
Levies, Fines, and Penalties	7	116,712,777	33,059,327
Rendering of Services	8	109,859,308	149,729,215
Finance Income	9	8,653,198	17,148,826
Other Income	10	-	1,086,244
Total Receipts		**609,355,282**	**607,557,362**
Payments			
Use of Goods and Services	11	150,174,314	80,031,597
Employee Costs	12	335,338,623	315,986,307
Board Expenses	13	13,206,371	19,619,480
Policy, Risk, Competition & Consumer Protection Expenses	15	73,086,687	106,952,406
Repairs and Maintenance	16	21,322,002	25,082,891
Contracted Services	17	17,058,988	15,448,508
Total Payments		**610,186,986**	**563,121,188**
Net Cash Flows from/ (used in) Operating Activities	34	**(831,703)**	**44,436,175**
Cash Flows from Investing Activities			
Purchase of PPE and Intangible assets	22	(79,532,352)	(274,490,868)
Insurance Compensation Received		36,354	176,214
Net Cash Flows from/ (used in) Investing Activities		**(79,495,998)**	**(274,314,654)**
Cash Flows from Financing Activities			
Surplus Paid to National Treasury	33	(6,098,153)	(13,112,203)
Net Cash Flows from Financing Activities		**(6,098,153)**	**(13,112,203)**
Net Increase/(Decrease) in Cash & Cash Equivalents		**(86,425,854)**	**(242,990,683)**
Cash and Cash Equivalents at 1 July	19	328,993,997	571,984,680
Cash and Cash Equivalents at 30 June	19	**242,568,144**	**328,993,998**

Statement of Comparison of Budget and Actual Amounts for the Year Ended 30th June 2025

	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
Revenue						
Transfers from Other Governments entities	261,644,390	109,485,610	371,130,000	371,130,000	-	100%
Levies, Fines and Penalties	52,860,000	-	52,860,000	116,712,777	63,852,777	221%
Rendering of Services	145,000,000	-	145,000,000	109,859,308	(35,140,692)	76%
Finance Income	10,000,000	-	10,000,000	8,653,198	(1,346,802)	87%
Other Income	3,000,000	-	3,000,000	-	(3,000,000)	0%
Total Income	**472,504,390**	**109,485,610**	**581,990,000**	**606,355,282**	**24,365,282**	**104%**
Expenses						
Use of Goods and Services	128,684,390	11,115,610	139,800,000	121,301,349	18,498,651	87%
Employee costs	303,320,000	3,100,000	306,420,000	291,420,023	14,999,977	95%
Board Expenses	10,000,000	4,944,000	14,944,000	13,385,871	1,558,129	90%
Depreciation & Amortization Expense	-	-	-	57,371,758	(57,371,758)	0%
Policy, Risk, Competition & Consumer Protection Expenses	18,500,000	61,500,000	80,000,000	79,511,715	488,285	99%
Repairs and Maintenance	6,500,000	16,130,000	22,630,000	20,838,804	1,791,196	92%
Contracted Services	5,500,000	12,696,000	18,196,000	17,892,457	303,543	98%
Total Expenditure	**472,504,390**	**109,485,610**	**581,990,000**	**601,721,978**	**(19,731,978)**	**103%**
Surplus for the period	**-**	**-**	**-**	**4,633,303**		

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 the 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 30th June, 2025

The Authority did not early adopt any new or amended standards in the year ended 30th June, 2025.

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 30th June, 2025

IPSAS 41 which became effective as from 1st 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 30th June, 2025 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 filling 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.

The Authority recognizes revenue from local merger filling 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 filling 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 2024/25 was approved by the National Treasury on 28th June, 2024 as required under section 11(2) of the state corporations Act Cap 446. Subsequent revisions or additional/reduced appropriations were made to the approved budget in accordance with specific approvals by the National Assembly and the Authority's board.

The Authority'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.

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.

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.

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, 2025, the Authority had accumulated reserves of Ksh. 57,449,470 consisting of surpluses arising from the excess of income over expenditure 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.

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.

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 36.

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 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.

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, 2025.

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

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 recognised in capital fund	Total Transfers 2024/2025	2023/2024
	Ksh.	**Ksh.**	**Ksh.**	**Ksh.**	**Ksh.**
The National Treasury	371,130,000	-	41,385,466	412,515,466	410,100,000
Total	**371,130,000**	**-**	**41,385,466**	**412,515,466**	**410,100,000**

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	2024/2025	2023/2024
	Ksh.	Ksh.
Unconditional grants		
Operational grant	371,130,000	404,100,000
Total Unconditional Grants	**371,130,000**	**404,100,000**
Conditional grants		
Regional Integration Implementation Program (RIIP)	3,000,000	6,000,000
Total	**374,130,000**	**410,100,000**

The Authority annual budget is supported by amounts collected by way of Appropriation in Aid constituting about 30% of the total revenue receipts. The rest is supported by the central government through exchequer transfers, which constitute about 70% annually.

In addition, the Authority is one of the implementing agencies of the Regional Integration Implementation Program under the COMESA Competition Commission Integration Program. In the FY 2024/2025, the Authority received Ksh. 3M (FY 2023/24 - Kshs. 6M) towards this program.

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 116,712,777 (FY 2023/24 - Kshs 33,059,327).

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 filling 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	2024/2025	2023/2024
	Ksh.	**Ksh.**
Merger filling fees-Local	43,058,739	39,000,000
Merger filling fees-COMESA	66,800,569	110,729,215
Total	**109,859,308**	**149,729,215**

9. Finance Income

Descriptions	2024/2025	2023/2024
	Ksh.	**Ksh.**
Interest from fixed deposits	8,653,198	17,148,826
Total	**8,653,198**	**17,148,826**

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

10. Other Income

Description	2024/2025	2023/2024
	Ksh.	**Ksh.**
Training fees	-	1,086,244
Insurance compensation received	-	-
Total	**-**	**1,086,244**

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

	2024/2025	2023/2024
	Ksh.	**Ksh.**
Insurance of Assets	5,698,434	1,827,729
Staff Welfare	1,407,134	5,322,211
Communication Costs	5,004,231	5,348,496
Domestic Travel Subsistence Costs	13,985,441	4,994,196
Foreign Travel Subsistence Costs	-	-
Printing and Advertising Costs	2,480,516	3,884,335
Rent and Rates	51,991,200	46,229,601
Training Expenses	30,134,106	19,904,034
Official Entertainment and Conference Facilities	6,144,062	4,975,249
General Office Supplies	1,395,530	3,518,346
Motor Vehicle Expenses	1,798,389	1,824,600
Subscription to Professional Bodies	597,053	561,916
Bank Charges	665,253	474,029
Total	**121,301,349**	**98,864,741**

12. Employee Costs

	2024/2025	2023/2024
	Ksh.	**Ksh.**
Salaries and Allowances	216,309,353	216,929,967
Contribution to Pensions	19,904,654	19,532,644
Staff Gratuity	20,167,510	20,016,126
Staff Medical Insurance	31,599,119	25,285,719
Housing Levy	3,158,837	3,325,691
Increase (Decrease) in Provision for Staff Leave	280,550	(411,383)
Total	**291,420,023**	**284,678,764**

13. Board Expenses

	2024/2025	2023/2024
	Ksh.	**Ksh.**
Honoraria	960,000	960,000
Sitting & Lunch Allowances	3,261,346	6,798,633
Board Induction & Travel	6,766,601	6,411,823
Telephone	84,000	84,000
Insurance	213,985	129,667
Local Travel Costs	2,099,939	4,807,759
Conference Facilities	-	-
Total	**13,385,871**	**19,191,881**

14. Depreciation and Amortization

	2024/2025	2023/2024
	Ksh.	**Ksh.**
Property, Plant & Equipment	45,194,644	20,564,990
Intangible Assets	12,177,114	6,588,092
Total	**57,371,758**	**27,153,082**

15. Policy, Risk, Competition & Consumer Protection Expenses

	2024/2025	2023/2024
	Ksh.	**Ksh.**
Awareness & Publicity Campaigns	4,313,422	7,628,880
Policy, Research & Market Enquiries	41,480,368	58,777,280
Regulation of Mergers & Acquisitions	5,465,615	7,400,162
CPD Investigations and Enforcement	4,914,333	9,975,617
Enforcement of Restrictive Trade Practices	11,361,565	10,059,703
COMESA-RIIP	2,988,245	6,061,454
Risk and Quality Assurance	4,595,498	3,915,263
Buyer Power	4,392,670	3,314,337
Total	**79,511,715**	**107,132,695**

16. Repairs and Maintenance

	2024/2025	2023/2024
	Ksh.	**Ksh.**
Motor Vehicles	889,353	960,546
Property, Plant & Equipment	19,949,451	25,489,073
Total	**20,838,804**	**26,449,619**

17. Contracted Services

	2024/2025	2023/2024
	Ksh.	**Ksh.**
Consultancy	5,294,480	1,707,245
Hire of Security	1,545,120	1,260,920
Cleaning Expenses	3,422,520	2,844,720
Legal Services	6,934,337	8,201,336
Audit Fees	696,000	696,000
Total	**17,892,457**	**14,710,221**

18. Gain (Loss) on Disposal of Assets

The Authority disposed assets with a cost of Kshs 3,264,924 and accumulated depreciation of Kshs 2,900,738 translating to a book value of Kshs 364,186. Cash received from insurance as compensation for one laptop lost amounted to Ksh 36,354. This translated to a loss on disposal of assets of Ksh 327,832 (FY 2023/24 - Loss of Ksh 13,315,158).

19. Cash and Cash Equivalents

	2024/2025	2023/2024
	Ksh.	**Ksh.**
Current Account	230,704,290	178,444,589
Staff Gratuity Account	11,319,280	29,033,755
NBK-Dollar Account	544,574	121,515,653
Total	**242,568,144**	**328,993,997**

Detailed Analysis of the Cash and Cash Equivalents

Financial Institution	Account Number	2024/2025	2023/2024
		Ksh.	Ksh.
a) Current Account			
Kenya Commercial Bank	1136286179	23,518,294	164,329,742
Family Bank	068000026095	7,185,996	14,114,848
Family Bank - Fixed Deposit		200,000,000	-
Sub- Total		**230,704,290**	**178,444,589**
b) Gratuity			
Kenya Commercial Bank	1143496191	11,319,280	29,033,755
Sub- Total		**11,319,280**	**29,033,755**
c) Dollar Account			
National Bank of Kenya	02060204765100	544,574	121,515,653
Sub- Total		**544,574**	**121,515,653**
Grand Total		**242,568,144**	**328,993,997**

20. Receivables from Exchange Transactions

(a) Receivables from Exchange Transactions (Current)

	2024/2025	2023/2024
	Ksh.	Ksh.
Staff Travel Imprest	1,239,593	265,200
Staff Debtors	127,852	72,189
Trade Debtors	-	-
Staff Car Loan Scheme Debtors	2,904,040	2,530,361
Staff Mortgage Loan Scheme Debtors	17,966,906	17,567,171
Prepaid Parking Charges	116,000	116,000
Prepaid Insurance	7,906,792	7,421,734
Prepaid Training Fees	-	301,252
Total	**30,261,183**	**28,273,906**

(b) Receivables from Exchange Transactions (Non-Current)

	2024/2025	2023/2024
	Ksh.	Ksh.
Staff Car Loan Scheme Debtors	6,793,291	5,754,734
Staff Mortgage Loan Scheme Debtors	224,055,402	221,428,208
Total	**230,848,693**	**227,182,943**

21. Inventories

	2024/2025	2023/2024
	Ksh.	Ksh.
Consumable stores	4,284,108	1,871,794

The Authority amortized inventories worth Kshs.1,012,410 in the statement of financial performance during the year.

22. Property, Plant and Equipment

	Motor Vehicles	Office Equipment	Computer Equipment	Furniture & fittings	Work in Progress	Total
Depreciation rate	25.00%	12.50%	33.33%	12.50%	0%	
Cost						
As at 1st July 2023	40,123,707	31,923,949	51,714,840	34,310,360	-	158,072,856
Assets reclassified	-	6,649,102	(412,940)	-	-	6,236,163
Additions	-	63,241,009	8,500,000	18,701,320	177,746,219	268,065,968
Disposals	-	(4,490,547)	(7,161,798)	(23,988,355)	-	(35,640,700)
As at 30th June 2024	**40,123,707**	**97,323,513**	**52,640,103**	**29,023,325**	**177,746,219**	**396,856,867**
As at 1st July 2024	40,123,707	97,323,513	52,640,103	29,023,325	177,746,219	396,856,867
Additions	-	38,582,450	42,915,951	256,650	(38,394,700)	43,360,351
Revaluation	16,956,464	11,519,562	9,312,905	6,296,058	-	44,084,989
Disposals	-	(159,600)	(3,105,324)	-	-	(3,264,924)
As at 30th June 2025	**57,080,171**	**147,265,925**	**101,763,635**	**35,576,033**	**139,351,519**	**481,037,283**
Accumulated Depreciation						
As 1st at July 2023	32,865,660	12,711,817	43,334,973	19,567,133	-	108,479,582
Assets reclassified	-	5,116,946	(853,944)	-	-	4,263,002
Charge for the year	1,814,512	10,226,584	5,708,494	2,815,401	-	20,564,990
Disposals	-	(2,316,285)	(6,943,739)	(13,067,013)	-	(22,327,037)
As at 30th June 2024	**34,680,171**	**25,739,061**	**41,245,783**	**9,315,521**	**-**	**110,980,537**
As 1st at July 2024	34,680,171	25,739,061	41,245,783	9,315,521	-	110,980,537
Charge for the year	5,600,000	15,200,575	21,111,505	3,282,564	-	45,194,644
Disposals	-	(77,740)	(2,822,998)	-	-	(2,900,738)
As at 30th June 2025	**40,280,171**	**40,861,902**	**59,534,291**	**12,598,085**	**-**	**153,274,448**
Net Book Value						
As at 30th June 2024	**5,443,536**	**71,584,452**	**11,394,319**	**19,707,804**	**177,746,219**	**285,876,330**
As at 30th June 2025	**16,800,000**	**106,404,024**	**42,229,344**	**22,977,948**	**139,351,519**	**327,762,834**

Work in progress relates to ongoing office partition works at CBK Pension Towers following relocation of offices from Kenya Railways.

23. Intangible Assets

	2024/2025	2023/2024
	Ksh.	**Ksh.**
Depreciation Rate	25%	25%
Cost		
At the beginning of the year	97,322,774	108,057,937
Assets reclassified	-	(6,236,163)
Additions	21,929,006	-
Revaluation	7,015,174	-
Disposals	(3,853,103)	(4,499,000)
At end of the year	**122,413,851**	**97,322,774**
Accumulated Amortization		
At the beginning of the year	77,558,499	79,432,122
Assets reclassified	-	(4,263,002)
Charge for the year	12,177,114	6,588,092
Disposals	(3,853,103)	(4,198,713)
At end of the year	**85,882,510**	**77,558,499**
Net Book Value	**36,531,341**	**19,764,275**
Work in Progress	20,667,895	6,424,900
Total	**57,199,236**	**26,189,175**

Work in progress relates to ongoing upgrade of the ERP system and automation of Authority's assets.

24. Car and Mortgage Schemes Bank Balances

	2024/2025	2023/2024
	Ksh.	Ksh.
NBK-Staff Car Loan Scheme Account	95,655,463	39,902,880
ABSA-Staff Mortgage Scheme Account	42,459,762	41,154,004
KCB-Staff Mortgage	328,811	232,942
KCB-Staff Mortgage Call Account	31,197,902	31,547,483
Total	**169,641,937**	**112,837,310**

These are funds available as at 30th June, 2025 in National Bank of Kenya for staff car loan scheme and Kenya Commercial Bank and Absa Bank for staff for mortgage scheme. As at 30th June, 2025, the outstanding car loan and staff mortgage amounted to Kshs 9,697,331 and Kshs 242,022,308 respectively.

25. Trade and other Payables

	2024/2025	2023/2024
	Ksh.	Ksh.
Trade Payables	38,537,563	45,833,328
Staff Claims	2,211,170	647,500
Withholding Taxes	321,186	41,556
Withholding VAT	276,307	45,906
Unremitted Payroll Deductions	6,285,456	5,939,940
PPRA Capacity Building Levy	5,152	-
Total	**47,636,833**	**52,508,230**

26. Current Provisions

	Staff Leave	Audit Fees	Forex Loss	Total
	Ksh.	Ksh.	Ksh.	Ksh.
Provisions as at 1st July, 2024	5,298,650	696,000	13,162,086	19,156,736
Additional provisions	280,550	696,000	-	976,550
Provisions utilized during the year	-	(696,000)	(13,162,086)	(13,858,086)
Provisions as at 30th June, 2025	**5,579,200**	**696,000**	**-**	**6,275,200**

27. Deferred Capital Income

	2024/2025	2023/2024
	Ksh.	**Ksh.**
As at 1st July	391,718,839	395,594,156
Additions during the year	-	27,000,000
Amortized during the year	(41,385,466)	(30,875,318)
As at 30th June	**350,333,373**	**391,718,839**
Current Portion	54,310,524	40,816,485
Non-Current Portion	**296,022,848**	**350,902,354**

Development/capital income, Ksh. 41,385,466 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. 54,310,524 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. 296,022,848 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.

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

	2024/2025	2023/2024
	Ksh.	Ksh.
As at 1st July	18,389,387	43,670,614
Contributions during the year	20,167,510	20,321,593
Payments during the year	(3,230,820)	(45,602,820)
As at 30th June	**35,326,077**	**18,389,387**
Current Portion	-	3,230,820
Non-Current Portion	**35,326,077**	**15,158,567**

29. Car and Mortgage Scheme

The car and mortgage scheme reserve of Ksh. 416,886,181 (FY 2023/24-Kshs. 416,886,181) represents an amount placed with Absa, KCB and National banks of Kenya to secure staff housing mortgage and car loans at concessionary rates. The amount includes Kshs. 100,000,000 for setting up the car loan scheme, Kshs. 300,000,000 for setting up staff housing mortgage scheme and Kshs. 16,886,881 being interest on the accounts running balances.

30. Accumulated Surplus

Accumulated surpluses, Ksh. 57,201,262 (FY 2023/24-Kshs. 53,086,109) 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.

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. Revaluation Reserve

During the year the Authority undertook valuation of all its assets. Some assets were revalued downwards resulting to revaluation loss of Kshs. 7,388,859 which was recorded as loss in the Statement of Financial Performance. Others assets were revalued upwards resulting to revaluation gain of Kshs. 59,066,522 which was recorded under revaluation reserve under equity in the Statement of Financial Position.

33. 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. 37,036,371 to the Exchequer (FY 2023/24 – Kshs. 6,098,153).

	2024/2025	2023/2024
	Ksh.	**Ksh.**
Surplus for the period	41,151,524	6,775,725
Less: Allowable deductions by NT	4,115,152	677,573
90% Payable to NT	**37,036,371**	**6,098,153**

34. Cash Generated from Operations

	2024/2025	2023/2024
	Ksh.	**Ksh.**
Surplus for the Year	41,151,524	6,775,725
Adjusted for:		
Depreciation & Amortisation	57,371,758	27,153,082
Loss (Profit) on Disposal of Non-Current Assets	327,832	13,315,158
Revaluation Loss	7,388,859	-
Working Capital Adjustments		
(Increase)/Decrease in Receivables from Exchange Transactions	(5,653,027)	(47,419,608)
(Increase)/Decrease in Inventories	(2,412,314)	(608,685)
(Increase)/Decrease in Securities & Deposits	(56,804,627)	40,205,018
Increase/(Decrease) in Trade and Other Payables	(4,871,397)	22,117,327
Increase/(Decrease) in Current Provisions	(12,881,536)	12,054,702
Increase/(Decrease) Deferred Capital Grant	(41,385,466)	(25,281,227)
Increase/(Decrease) Employee Benefit Obligation	16,936,690	(3,875,318)
Net cash flow from operating activities	**(831,703)**	**44,436,175**

35. 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:

a) 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;

b) Funds are invested in short-term facilities; and

c) The Authority does not raise receivables in its ordinary course of business.

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;

	2024/2025	2023/2024
	Ksh.	Ksh.
Cash at Bank	242,568,144	328,993,997
Security and Deposits	169,641,937	112,837,310
Staff Travel Imprest	1,239,593	265,200
Staff Car Loan Debtors	9,697,331	8,285,095
Staff Mortgage Loan Debtors	242,022,308	238,995,379
Prepaid Parking	116,000	116,000
Prepaid Insurance	7,906,792	7,421,734
Prepaid Training	-	301,252
Total	**673,192,105**	**697,215,967**

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.

The amounts that best describes the Authority's exposure to liquidity risk at the end of the financial year is as follows;

At 30th June, 2025	Less than 1 month	Between 1-3 months	Over 5 months	Total
	Ksh.	Ksh.	Ksh.	Ksh.
Trade and other Payables	38,537,563	-	-	38,537,563
Taxes	597,493	-	-	597,493
Payroll Deductions	6,285,456	-	-	6,285,456
Staff Leave Provisions	6,275,200	-	-	6,275,200
Total	**51,695,711**	**-**	**-**	**51,695,711**

At 30th June, 2024	Less than 1 month	Between 1-3 months	Over 5 months	Total
	Ksh.	Ksh.	Ksh.	Ksh.
Trade and other Payables	45,833,328	-	-	45,833,328
Taxes	87,462	-	-	87,462
Payroll Deductions	5,939,940	-	-	5,939,940
Staff Leave Provisions	5,994,650	-	-	5,994,650
Total	**57,855,380**	**-**	**-**	**57,855,380**

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 filling 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	5,158.40	544,574

36. Related Party Transactions

			2024/2025	2023/2024
			Ksh.	Ksh.
a)	**Grants from National Government**			
	i.	Exchequer budgetary support	371,130,000	404,100,000
	ii.	COMESA-RIIP	3,000,000	6,000,000
Total			**374,130,000**	**410,100,000**
b)	**Gifts/donations declared by employees**			
c)	**Key management compensation**			
	(i)	Directors' emoluments	13,385,871	19,191,881
	(ii)	Compensation to the Director General	6,466,774	17,820,435
	(iii)	Compensation to key management	80,425,415	104,932,673
Total			**100,278,060**	**141,944,989**

37. Contingent Assets and Contingent Liabilities

Court cases

No.	Title	Case Summary	Contingent/Liability
1.	CMC Milimani No. E 8140 Gulf African Bank vs Simspur Ltd & Others	This is an appeal from the decision of the Magistrates Court where Gulf African Bank Limited has instituted a suit against Simspur Limited, Gideon Simiyu Wafula, George Omwakwe Omuyaku and Competition Authority of Kenya. The defendants including CAK was ordered to pay Ksh.2,468,337.98. including interest. The Authority has appealed the matter in the High Court	The Authority is likely to incur legal liability in the sum of Kshs 2,626,337.98

38. Commitments

	2024/2025	2023/2024
	Ksh.	Ksh.
Authorized, contracted and ongoing	30,000,000	51,415,972
Authorized but not yet contracted	-	-
Total	**30,000,000**	**51,415,972**

This relates to the ongoing office partitioning works at our new offices at CBK Pension towers, ERP upgrade and automation of Authority's assets

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

a) Fines & penalties

The Authority received more funds than budgeted from fines & penalties as most parties who had filed cases at the Competition Tribunal were ruled in our favour and others opted for out of court settlement.

b) Rendering of Services

This refers merger filing fees charged to parties filing mergers with the Authority and COMESA Competition Commission. This year few mergers were filed at COMESA Competition Commission hence decline in the fees.

c) Finance Income

This consists interest income from unutilised funds mainly from gratuity, car loan and staff mortgage. Since most of the staff have taken the facilities less funds were available during the year for investing in fixed deposits.

d) Use of goods and services

The Authority received additional allocation to facilitate implementation of its programs in the final quarter of the FY. Following approval of the supplementary II estimates. Due to limited time remaining to the end of the FY, the Authority prioritised core mandate and PC activities hence the low absorption in the non-core mandate activities.

e) Depreciation & Amortisation Expense

The Authority during relocation to from Kenya Railways to CBK Pension Towers acquired new assets resulting to higher depreciation the initially budgeted.

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 30th June, 2024.

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.

No.	Issue / Observations from Auditor	Management comments	Focal Person to resolve the issue	Status	Time Frame
1.	**Irregular Number of Board meetings** The statement of financial performance as at 30 June, 2024 reported board expense balance of Kshs. 19,191,881. Included in the balance is Kshs.6,798,633 reported as sitting and lunch allowances as disclosed in note 13 of the financial statements During the audit of Board expenses, it was noted that the number of meetings held during the year exceeded the maximum number of meetings as provided in the SCAC circular. The entity did not request for an approval from the Cabinet Secretary to hold the extra meetings.	The increase in the number of meetings held during the FY 2023/2024 was attributable to the process of recruitment of the Director General which in itself, was the subject of the Cabinet Secretary approval. The nature of this process required the Board to meet at certain phases of the process to conclude the recruitment process. A workplan to actualize the same was thus considered and approved by the Board and submitted to the Cabinet Secretary National Treasury and the State Corporations Advisory Committee (SCAC) at the start of the Financial Year.	Legal Manager	Resolved	

Director General

Appendix 2:

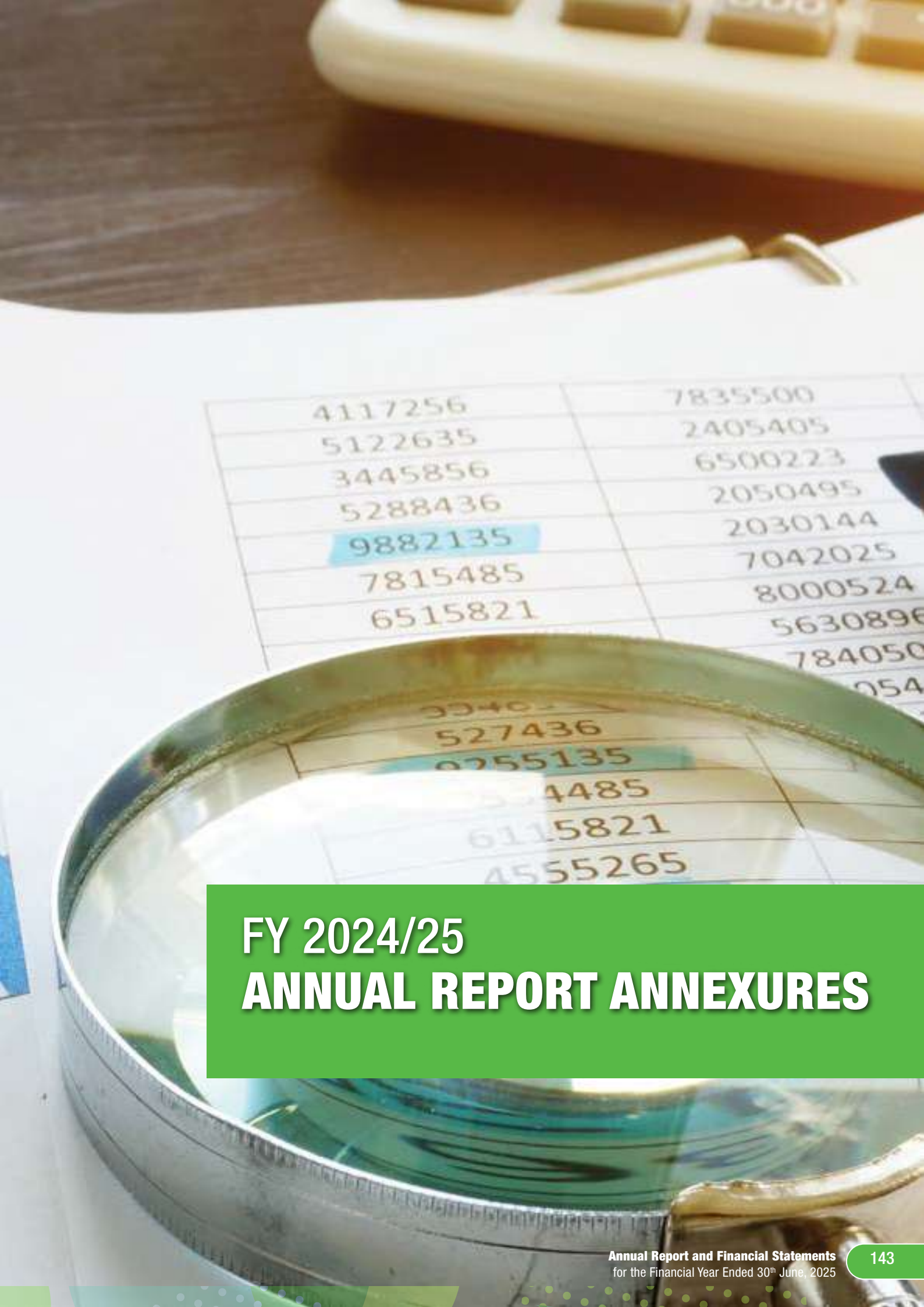
Inter-Entity Transfers

	ENTITY NAME:		COMPETITION AUTHORITY OF KENYA
	Break down of Transfers from the Ministry of the National Treasury		
	FY 2024/25		
a.	**Recurrent Grants**		
	Bank Statement Date	**Amount (Ksh.)**	**FY to which the amounts relate**
	09-09-24	65,411,097.50	2024/2025
	17-12-24	65,411,098.00	2024/2025
	25-03-25	65,411,097.00	2024/2025
	29-04-25	109,485,610.00	2024/2025
	30-04-25	65,411,097.50	2024/2025
	Total	**371,130,000.00**	
b.	**Development Grants**		
	Bank Statement Date	**Amount (Ksh.)**	**FY to which the amounts relate**
	Total		
	Grand Total		

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

Manager, Finance

Competition Authority of Kenya



FY 2024/25
ANNUAL REPORT ANNEXURES

1. Mergers and Acquisition

1.1 Mergers

No.	Title	Sectors	Nature of the Transaction	Determination
1.	Amstel Trading Company Limited and Kingsbourne Assets Limited (KAL)	Manufacturing (pulp and paper products)	The establishment of a full-function joint venture to which Amstel shall subscribe to 30% of the issued share capital of the JV, while KAL will subscribe to the remaining 70% of the issued share capital of the JV.	Approved without conditions
2.	Balvinder Kishori LAL Sahni and Securex Agencies (Kenya) Limited	Private security Equipment and services (technology-driven security solutions)	The transaction involved the acquisition of 83.13% of the share capital of Securex Agencies (Kenya) Limited by Balvinder Kishori Lal Sahni.	Approved without conditions
3.	Bidco Africa Limited and Suntory Beverage and Food Kenya Limited	Manufacturing (Non-Alcoholic ready to Ready-to-Drink Beverages)	The transaction involved the acquisition of the entire issued share capital of Suntory Beverage & Food Kenya Limited by Bidcoro Africa Limited from Suntory Beverage & Food Asia PTE. Ltd (the seller).	Approved without conditions
4.	CFAO Motors Kenya Limited and Kenya Vehicle Manufacturers Limited	Manufacturing (motor vehicles, minibuses, and medium and large buses)	The injection of equity capital by CFAO Motors into Kenya Vehicle Manufacturers by subscription for additional shares, resulting in the issuance of additional shareholding to CFAO Motors.	Approved without conditions
5.	EFR Australia PTY Limited and Base Titanium Limited	Mining (titanium)	The transaction involved the acquisition of 100% of the issued and outstanding shares in the capital of Base Resources Limited by way of a scheme of arrangement in exchange for shares in the capital of Energy Fuels Inc.	Approved without conditions
6.	Keda (Kenya) Ceramics Company Limited and Ramoda Ceramics Limited	Manufacturing (Ceramics Tiles)	The sale and purchase of certain assets of Ramoda Ceramics Limited by Keda Ceramics Company.	Approved without conditions
7.	Ondoba Limited, Kenyoro Limited and Equico Thirteen Limited and Monarch Insurance	Financial and Services (insurance services)	The transaction involved the acquisition of 51% of the total issued share capital and voting rights in Monarch Insurance Company Limited by Equico Thirteen Limited, Ondoba Limited, and Kenyoro Limited.	Approved without conditions

No.	Title	Sectors	Nature of the Transaction	Determination
8.	Access Bank Plc and National Bank of Kenya (NBK)	Financial Services (banking)	The transaction involved the acquisition of the entire issued share capital of National Bank of Kenya Limited by Access Bank Plc. As part of the proposed transaction, Access Bank Plc acquired the indirect control of NBK Bancassurance Intermediary Limited, a subsidiary of National Bank of Kenya Limited.	The transaction was approved on condition that Access Bank would ensure that for one (1) year following the completion of the proposed transaction, at least 80% of the current combined workforce of the NBK and Access Bank (Kenya) Plc, equivalent to one thousand, three hundred and sixty (1,360) is retained.
9.	Stephan Cretier and Doctor No Parent Limited	Private Security	The transaction involved a change from joint to sole control of Doctor No Parent Limited to Stephan Cretier.	Approved without conditions
10.	Kenafric Manufacturing Limited and Economic Industries Limited	Manufacturing (school, office and general stationery, computer paper and envelopes)	The transaction involved the acquisition of the business and assets of Economic Industries Limited (the Seller) by Kenafric Manufacturing Limited.	Approved without conditions
11	Pamstad Proprietary Limited and Trapin Holdings Limited	Distribution (fast-moving consumer goods)	The transaction involved the acquisition of 35% of the issued share capital, with minority controlling rights, of Trapin Holdings Limited by Pamstad Proprietary Limited.	Approved without conditions
12.	Ramco Inc. and Ramco Plexus Limited	Manufacturing (Printing and paper packaging material)	The transaction involved the acquisition of 28.25% of the issued share capital of Ramco Plexus by Ramco Inc.	Approved without conditions
13.	Africa Travel Investments Limited and Pollman's Tours and Safaris Limited	Tour operations (guided safaris and sells travel packages to travel agents and tour operators)	The transaction involved the acquisition of 100% issued share capital in Pollman's Tours and Safaris Limited by Africa Travel Investments Limited.	Approved without conditions
14.	Del Monte Kenya Limited and Mananasi Fibre Limited	Manufacturing (waste management transformation of pineapple plant waste into valuable products)	The transaction involved the acquisition of the entire issued share capital of Mananasi Fibre Limited by Del Monte Kenya Limited.	Approved without conditions

No.	Title	Sectors	Nature of the Transaction	Determination
15.	Legendre Holding 114 and Bioline Agrosciences Africa Limited, and Dudutech Properties Limited	Manufacturing (biological control agents)	The transaction involved the acquisition of: (i) 100% of the issued share capital in Bioline Agrosciences Africa Limited; and (ii) 100% of the issued share capital in Dudutech Properties Plc by Eurazoe S.E. through its investment holding company-Legendre Holding 114.	Approved without conditions
16	Ignite Power and Engie Afrique SAS	Energy (Solar power)	The transaction involved the acquisition by Ignite Power of all the shares in Engie Afrique SAS and its subsidiaries, including Energy Access Kenya Limited.	Approved without conditions
17.	Kimo Kali Holdings Limited and Jumra Limited	Distribution (Wholesale distribution of FMCG)	The transaction involved the acquisition of all shares of Jumra Limited by Kimo Kali Holdings Limited.	Approved without conditions
18.	Kimo Kali Holdings Limited and Sojpar Limited	Distribution (Wholesale distribution of FMCG)	The transaction involved the acquisition of all shares of Sojpar Limited by Kimo Kali Holdings Limited.	Approved without conditions
19.	Kimo Kali Holdings Limited and Raisons Distributors Limited	Distribution (Wholesale distribution of FMCG)	The transaction involved the acquisition of all shares of Raisons Distributors Limited by Kimo Kali Holdings Limited.	Approved without conditions
20.	Metal Cans & Closures Kenya and Nampak Kenya Limited	Manufacturing (Metal Packaging materials)	The transaction involved the acquisition of certain assets of Nampak Kenya Limited by Metal Cans & Closures Kenya.	Approved without conditions
21.	Nettle Holdings Limited and ALP North Limited	Logistics (provision of Warehousing services)	The transaction involved the acquisition of 100% of the shares and shareholder loans in ALP North Limited by Nettle Holdings Limited.	Approved without conditions
22.	Savannah Clinker Limited and Bamburi Cement PLC	Manufacturing (Cement manufacturing)	The transaction involved the acquisition of 100% of the ordinary shares of Bamburi Cement PLC by Savannah Clinker Limited.	Merger withdrawn
23.	Moniepoint Inc. and Sumac Microfinance Bank Limited	Finance and Insurance (Microfinance and banking services)	The transaction involved the acquisition of 78% shareholding of Sumac Microfinance Bank Limited by Moniepoint INC.	Approved without conditions
24.	Tamini S.A. and Takaful Insurance of Africa Limited	Finance and Insurance (Insurance services)	The transaction involved the acquisition of 65% of the issued share capital in Takaful Insurance of Africa Limited by Tamini S.A.	Approved without conditions

No.	Title	Sectors	Nature of the Transaction	Determination
25.	Forest Plateau PTE LTD and African Coffee Roasters (EPZ) Limited	Manufacturing (Roasting and packaging of coffee beans)	The transaction involved the acquisition of 100% of the issued shares in African Coffee Roasters by Forest Plateau.	Approved without conditions
26.	East African Packaging Industries Holdings Kenya Limited and Carton Experts Limited	Manufacturing (Paper packaging)	The transaction involved the acquisition of up to 100% of the shares in Carton Experts Limited by East African Packaging Industries Holdings Limited.	Approved on condition that for one (1) year, upon completion of the merger, the merged entity ensures retention of at least 96% of the combined workforce equivalent to 385 of the contracted staff
27.	Hector Asia Holdings II PTE. LTD and Healthcare Global Enterprises Limited	Healthcare	The transaction involved the acquisition of between 54% and 77% of the Expanded Voting Share Capital in Healthcare Global by Hector Asia.	Approved without conditions
28.	Ol-Seki Limited and Fire Lily Limited	Hospitality (Luxury safa-ri-oriented ac-commodation)	The transaction involved the acquisition of the entire issued share capital of Fire Lily Limited by Ol-Seki Limited.	Approved without conditions
29.	Soren Investment Company Limited and Gulf African Bank Limited	Finance & Insurance (Banking)	The transaction involved the acquisition of 42.78% of the seller's issued shares in Gulf African Bank by Soren Investment.	Approved without conditions
30.	Makini School Limited and Regis Runda Academy Limited	Education (basic education services)	The transaction involved the acquisition of the business and assets of Regis Runda Academy Limited by Makini School Limited.	Ongoing

1.2 Exclusions

No.	Title	Sectors	Nature of the Transaction
1.	Njoro Canning Factory Kenya Limited and Kenya Orchards Limited	Manufacturing (food products)	The transaction involved the transfer of assets from Kenya Orchards Limited to Njoro Canning Factory Kenya Limited.
2.	Amea Energy and Prunus Energy Systems	Energy (wind power generation)	The transaction involved the acquisition of the entire issued share capital of Prunus Energy Systems Ltd by AMEA Power.
3.	Apatana Investments Limited and LSG Sky Chefs Kenya Limited	Hospitality (In-flight catering services)	The transaction involved the acquisition of an additional 3% shareholding in LSG Sky Chefs by Apatana Investments Limited, bringing the Acquirer's total shareholding in the Target to 50.16%
4.	Grant Thornton LLP and Devani-Devani and Company	Professional Services (accounting, audit and tax advisory services)	The transaction involved the acquisition of the goodwill of the business of Devani-Devani and Company by Grant Thornton LLP.
5.	Master Europe Automotive Systems Limited and EBS Aftermarket Group Limited	Distribution (after-market solutions for air brake parts and vehicle control systems)	The transaction involved the acquisition of 100% of the shares in EBS Aftermarket Group Limited by Master Europe Automotive Systems Limited.
6.	EDAA Int'l Kenya Limited and Tawi Fresh Kenya Limited	E-Commerce (a digital marketplace that connects farmers with commercial buyers)	The transaction involved the acquisition of 100% of the issued shares of Tawi Fresh Kenya Limited by EDAA International Kenya Limited.
7.	Fruitplus Limited and Cool-It Storage Limited	Logistics (provides portable, climate-controlled cold storage solutions)	The transaction involved the acquisition of 100% of the issued share capital of Cool-it Storage Limited by Fruitplus Limited.
8.	Goodlife Pharmacy Limited and Healthy Nature Limited	Healthcare (retail of pharmaceuticals and beauty products)	The transaction involved the acquisition of certain assets of Healthy Nature Limited by Goodlife Pharmacy Limited.
9..	Kokatnur Amogasidda Murgeppa and Maua Agritech Plc	Floriculture	The transaction involved the acquisition of 50% of the issued share capital of Maua Agritech PLC by Kokatnur Amogasidda Murgeppa.
10.	Liberty Group Plc and SIA Kenya Limited	Hospitality (Fast Food Restaurant services)	The transaction involved the acquisition of 100% of the issued shares of SIA QSR Kenya Limited by Liberty Group Plc.
11.	Silver Box – FZCO and Mobius Motors Kenya Limited	Manufacturing (motor vehicles)	The transaction involved the acquisition of the entire issued share capital in Mobius Motors by Silver Box.

No.	Title	Sectors	Nature of the Transaction
12.	SUQ Investments Advisory Group Limited and Musoni Microfinance Limited	Finance & Insurance (Microfinance)	The transaction involved the acquisition of 83.4% of the ordinary shares in Musoni Microfinance Advisory Limited by Suq Investments Advisory Group Limited.
13.	Sanjeet Singh Thethy and Muthaiga –ABC Forex Bureau Limited	Finance and Insurance (Forex trading)	The transaction involved the acquisition of 51% of the issued share capital in Muthaiga-ABC Forex by Sanjeet Singh.
14.	Novus Holdings Limited and Mustek Limited	ICT (Software publishing)	The transaction involved the acquisition of additional shares, where Novus Holdings Limited held 35.07% in Mustek Limited.
15.	Solian Limited and Vipingo Properties Limited	Real estate (property development and management)	The transaction involved the acquisition of 100% of the issued shares in Vipingo Properties Limited by Solian Limited.
16.	Bloomage International Ltd and Mini Holdings Mikindani (EPZ) Limited	Real Estate (property development and management)	The transaction involved the acquisition of 50% of the entire issued share capital of Mini Holdings Mikindani (EPZ) Limited by Bloomage International Ltd.
17.	Natural Habitat Safaris East Africa Limited and Safari Services East Africa Limited	Tourism (Tour operator)	The transaction involved the acquisition of 51% of Safari Services East Africa Limited by Natural Habitat Safaris East Africa Limited.
18.	FSD Africa (Investment) Limited and Africa Climate Limited	Manufacturing (Fertilizer and energy production)	FSD Africa (Investment) Limited (FSD) sought to subscribe for a convertible loan note in Africa Climate Limited.
19.	IFFCO Investment LLC and Skypex Supplies Limited	Distribution (bakery products)	Ongoing

1.3 Advisory Opinions

No.	Inquiry	Sectors	Details of the Inquiry	Advice Issued
1.	Marsyetu Limited and Mija Ltd and Amit Ramesh Shah	Distribution (FMCG Wholesale)	The sale by Mija Ltd of all its shares in Marsyetu Limited to Amit Ramesh Shah. The parties sought the Authority's advice as to whether the proposed transaction could be implemented without the prior approval of the Authority.	The proposed transaction did not constitute a merger in terms of Section 41 of the Act as there was no change in control over the business and operations of Marsyetu Limited.
2.	Avocado Avenue Limited and Avodemia Limited	Distibution (Export of farm produce)	The purchase of certain assets from Avodemia Limited by Avocado Avenue Limited. The parties sought the Authority's advice in line with Section 6(a) of the Merger Threshold Guidelines on whether the transaction constituted a notifiable merger	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 merging parties were less than KES 500 million
3.	CFAO Mobility Limited Kenya and Tyre Distribution Africa Limited	Distribution (motor vehicle tyre; Michelin and BF Goodrich)	The parties sought the Authority's opinion confirming whether the proposed winding up and CFAO Mobility's expansion of its tyre distribution business amounted to a merger and if it required merger approval under the Act.	The proposed transaction did not constitute a merger as set out in Sections 2 and 41 of the Act.
4.	Norman Gombe and Charity Sweepstake Limited	Other Service Activities (Public lotteries)	The parties sought confirmation on whether the proposed transfer of shares qualified for an exemption.	The proposed transaction involved acquisition of 50.53% of the issued share capital of Kenya Charity Sweepstake Limited by Norman Gombe. The transaction constituted a merger as set out in Sections 2 and 41 of the Act. The transaction was an exclusion that did not require approval of the Authority.
5.	Rubis Energy Kenya Plc and Holdco Solarise Africa Limited	Energy (production of solar energy)	The parties sought confirmation whether the proposed investment in Holdco Solarise Africa Limited by Rubis Energy Kenya Plc required submission to the Authority having received a comfort letter from the COMESA Competition Commission.	The comfort letter from the COMESA Competition Commission (CCC) was intandem with the Authority's Merger Threshold Guidelines as contained in the competition (General) Rules, 2019

No.	Inquiry	Sectors	Details of the Inquiry	Advice Issued
6.	Urban Point Paradise Hotel Limited and Urban Point residence Limited and Sun 'n' Sand Beach Hotel	Hospitality (hotel and accommodation services)	The parties requested the Authority to provide an advisory opinion on whether the proposed sale and purchase of the property of Sun 'n' Sand Beach Hotel by Urban Point Paradise Hotel was subject to notification.	The proposed transaction did not constitute a merger as set out in Sections 2 and 41 of the the Act. This was premised on the understanding that the proposed sale and purchase was made solely as an investment or in the ordinary course of business and did not lead to change of control.
7.	AGA Khan Fund for Economic Development S.A and TPS Eastern Africa PLC	Hospitality	The parties sought confirmation on whether the proposed transaction warranted notification to the Authority under Section 43(1) of the Act.	The proposed acquisition by Aga Khan Fund for Economic Development S.A. (AKFED) of 2.42% of the issued shares in TPS Eastern Africa PLC did not constitute a merger as set out in Sections 2 and 41 of the Act. The Authority's advice was premised on the understanding that pre-transaction, AKFED owned 64.58% of the issued share capital of TPS East Africa Plc, the target undertaking
8.	Akamba FM Limited and Homemedia Communica-tions Limited	Communication (radio and TV broadcasting)	The parties wrote to be granted a no objection to transfer the FM Licence to Akamba FM Limited.	The transaction was a merger in terms of Section 2 and 41 of the Act as there was a change in control of the radio license. However, based on the value of the turnover and assets thresholds of the parties which was less than KES 500 million, the transaction was excluded from the provisions of Part IV of the Act.
9.	Del Monte Kenya Limited and Mananasi Fibre Limited	Manufacturing (pulp waste management)	The parties sought advisory opinion on whether: The intended acquisition constituted a merger that was notifiable under Section 43 of the Act and the relevant Merger Threshold Guidelines; and whether the intended acquisition raised any competition concerns, irrespective of the value.	The transaction involved acquisition of the legal and beneficial interest in the entire issued share capital in Mananasi Fibre Limited by Del Monte Kenya Limited. The transaction constituted a merger as set out in sections 2 and 41 of the Act.

No.	Inquiry	Sectors	Details of the Inquiry	Advice Issued
				This was premised on the understanding that Del Monte Kenya would establish control over MFL as a result of the proposed transaction. Additionally, the parties' combined value of assets, was above KES 10 billion and the activities of the parties could be vertically integrated.
10.	Diamond Trust Bank Kenya Limited and Eastman Properties Limited	Real Estate (provides innovative and technology driven construction solutions)	The parties sought the Authority's concurrence that the proposed sale and purchase of Eastman property Limited was not subject to notification under the Act	The transaction did not constitute a merger as set out in Sections 2 and 41 of the Act as read together with Rule 6(1)(c)(v) of the Competition (General) Rules, 2019. The Authority's advice was premised on the understanding that the sale and purchase was made solely as an investment and would not lead to change of control.
11.	Fruitplus Limited and Cool-it Storage Limited	Logistics (Cold Storage)	The parties sought an advisory opinion on whether the proposed transaction was notifiable in accordance with the provision of Part IV of the Act.	The Authority determined that the transaction constituted a merger as set out in Section 2 and 41 of the Act.
12.	Ignite Power and Engie Afrique SAS	Energy (provision of low-carbon energy, water supply and related services)	The parties sought an advisory opinion on the notification of the merger in accordance with the Act and the Rules and the extent of the schedules required to be submitted with the Authority under Form III stipulated under the Rules.	The proposed transaction constituted a merger as set out in Sections 2 and 41 of the Act. The Authority's advice was premised on the understanding that post-transaction, Ignite Power would establish control over Engie Afrique SAS.
13.	Enduring Technologies Limited and Iprocure Limited	Technology (technology-based agriculture low-cost production solutions)	The parties sought concurrence that the transaction did not require to be notified	The proposed transaction constituted a merger as set out in Sections 2 and 41 of the the Act., The Authority's advice was premised on the fact that the assets being acquired comprised a business with a market presence to which turnover could be clearly attributed.

No.	Inquiry	Sectors	Details of the Inquiry	Advice Issued
14.	Kijani Botanicals Limited and Browns Plantations Kenya Limited	Agriculture (tea and forestry production)	The parties sought for an advisory opinion on whether the proposed transaction qualified to be notified.	The proposed transaction did not constitute a merger as set out in Sections 2 and 41 of the Act. The Authority's advice was premised on the understanding that the proposed transaction would not lead to change in the ultimate control of the business assets being acquired.
15.	Safaricom PLC, Konvergenz Network Solutions Limited and Apeiro Limited	Telecommunication	The parties sought for an advisory opinion confirming the Consortium's position that the formation of the Consortium for purpose of the project did not amount to a merger that required prior approval by the Authority	The proposed transaction did not constitute a merger as set out in sections 2 and 41 of the Act. The advice was premised on the understanding that the Consortium, while a joint venture, was not a full-functioning joint venture as set out under Rule 2 of the Competition (General) Rule, 2019
16.	Westlands Foods and commodities Limited and Westlands Trading Limited	Supply and distribution (export and import)	The parties sought advice if the parties could waive notification to the Authority on the proposed transaction.	The proposed transaction constituted a merger as set out in Section 2 and 41 of the Act.
17.	Bidco Africa Limited and Groupaco Holdings Limited	Manufacturing (breakfast cereals and snacks)	The parties sought for an advisory opinion on whether the proposed transaction qualified to be notified.	The proposed transaction constituted a merger as set out in sections 2 and 41 of the the Act. However, the transaction was an exclusion that did not require prior approval by the Authority before implementation. This was premised on the understanding that although Bidco's turnover was over KES 10 billion for the preceding year 2023, the merging parties were not in the same market and could not be vertically integrated

No.	Inquiry	Sectors	Details of the Inquiry	Advice Issued
18.	Jockey Club of Kenya and Jockey Club Promoters and Agencies Limited	Arts, entertainment and recreation (Sporting activities)	The parties sought advice on whether the proposed merger was within the excluded mergers in line with the First Schedule, Part B of the Merger Threshold Guidelines.	The transaction was excluded from notification under the provisions of the Act and the Competition (General) Rules, 2019. This was premised on the understanding that pre-transaction, Jockey Club Promoters and Agencies Limited, the target undertaking was a wholly owned subsidiary of the Jockey Club of Kenya, the acquiring undertaking and both parties were under common ultimate control and management.
19.	Limemile Company Limited and Orchard View Limited	None (Both companies are Non-operational)	The parties sought for an advisory opinion on whether the proposed transaction qualified to be notified.	The transaction did not constitute a merger since the parties were not engaged in trade as required under Section 5 of the Act.
20.	Nexus Green Limited and Hannan Arya Energy (K) Limited	Energy(solar power energy)	The parties sought guidance on whether the proposed transaction was subject to approval by the Authority.	The transaction constituted a merger as set out in sections 2 and 41 of the Act. However, the transaction qualified as an exclusion that did not require approval by the Authority before implementation. This was premised on the understanding that the combined value of assets of the parties was below KES 500 Million.
21.	Oasis Outsourcing Acquisition Limited and Oasis Outsourcing Limited	Logistics (Business Process Outsourcing solutions)	The parties sought confirmation whether the transaction required either notification to or approval of the Authority pursuant to the relevant merger approval provisions of the Act.	The transaction constituted a merger as set out in sections 2 and 41 of the Competition Act,. However, the transaction was an exclusion that did not require approval by the Authority before implementation. since the combined turnover of the parties was below KES 500 Million.

No.	Inquiry	Sectors	Details of the Inquiry	Advice Issued
22.	Bridge Maritime Ltd and Immersub & Co Ltd and Pelagic East Africa Ltd	Maritime Services (	The parties sought clearance on whether the transaction required approval from the Authority before proceeding to transfer the shares from Pelagic East Africa to Bridge Maritime Ltd	The transaction did not constitute a merger since the target undertaking had not yet engaged in trade as required under Section 5 of the Act.
23.	Sukari Industries Limited and Aquamist Limited	Manufacturing (Bottled Water)	The parties requested the Authority to review the proposed transaction and grant an advisory opinion regarding the modifiability of the proposed transaction under the Act.	The acquisition did not constitute a merger as set out in Sections 2 and 41 of the Act. This advice was premised on the understanding that Sukari Industries would not establish control over Aquamist Limited as a result of the merger.
24.	Pezesha Africa Ltd and WWBCPII SSA, LLC and Others	Financial (provision of financial services to women)	The parties sought to file an exemption of a poposed restructuring of Pezesha Africa	Ongoing
25.	Samakgro Ltd and Maxim Agri Ltd	Agriculture (livestock and agriculture)	The parties sought confirmation if the proposed transaction warranted notification under the Act	Ongoing
26.	Centum Limited and Two Rivers Lifestyle Company Limited	Real Estate (mixed-use development with retail, residential, office, leisure and hospitality)	The parties sought confirmation from the Authority as to whether the transaction required approval by the Authority	Ongoing
27.	Cape Media Ltd and Chasio Communica-tions Ltd and TV 47 Limited	Communication (broadcasting)	The parties sought for a letter of no objection to the said transfer transaction	Ongoing
28.	Alendander Forbes and Octagon Africa Financal Services Limited	Finance & Insurance (employee benefits services, insurance brokerage, trusts and training)	The parties sought confirmation in line with Section 41 of the Act on proposed collaboration between the parties	Ongoing

No.	Inquiry	Sectors	Details of the Inquiry	Advice Issued
29.	Mauritius Kenyan Investment Holding Limited and AIB-AXYS Holdings Limited	Finance and Insurance (shares and stock trading)	The transaction involved the transfer of shares by the current shareholders ofAIB-AXYS Holdings Limited to one of the shareholders of Mauritius Kenyan Investment Holdings which would result in the shareholder acquiring full control of the target.	The proposed transaction did not constitute a merger in terms of sections 2 and 41 of the the Act as there was no change in control in AIB-AXYS Holdings Limited.
30.	Sunda Group in Kenya	Marketing and Communication	The transaction involved the transfer of 100% shareholding in Softcare Kenya Company Limited from Century Industrial Limited to Senbai Holdings FZCO.	The proposed transaction was not a merger within the meaning of sections 2 and 41 of the Act. This was premised on the understanding that there was no change in control as the parties were ultimately controlled by the Sunda Group Company Limited.
31.	Allianz Europe BV and Sanlam Kenya Plc	Finance & Insurance (provision of life and general insurance)	The transaction involved acquisition of certain shares of Sanlam Allianz Africa Proprietary Limited by Allianz Europe BV through Sanlam Emerging Markets Proprietary Limited	The proposed transaction did not constitute a merger as set out in sections 2 and 41 of the Act. The Authority's advice was premised on the understanding that the proposed transaction did not result in any change of control over Sanlam Kenya Plc.
32.	Samakgro B.V Maxim Agri Limited	Manufacturing (animal feeds)	The transaction involved the proposed acquisition of 100% issued shares of Maxim Agri Limited by SamakGro B.V	The transaction constituted a merger as set out in sections 2 and 41 of the Act. However, the transaction was an exclusion that did not require approval by the Authority before implementation.
33.	Capewell Industries Limited and Vega Limited	Financial (provides information to companies on markets)	Capwell Industries Limited sought to acquire assets of Vega Limited.	The Authority had no jurisdiction over the transaction, as stipulated under section 5 of the Act. This was premised on the understanding that Vega Limited stopped operations in 2022 and therefore did not engage in trade.
34.	Trade Sense Limited and Amana Capital Limited	Financial (market analysis and personalized investment strategies)	The parties wrote to the Authority noting that the transaction did not proceed to completion due to material breach.	Ongoing

2. Consumer Protection Cases

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
1.	Milton Andati vs Premier Credit	Financial	The complainant alleged that Premier Credit Ltd withheld critical information from borrowers, and upon taking a loan with them the balance did not change even after servicing the loan.	The case was closed since the complainant did not provide the requested evidentiary details.
2.	Daniel Choka vs Royal Mabati Factory	Retail	The complainant alleged that he paid full payment for roofing materials and subsequently the accused failed to deliver them within 7 days as advertised	The case was closed since the complainant did not provide the requested evidentiary details.
3.	Daniel Mwaura vs Xyping Technologies Ltd	Communication	The Complainant alleged that he purchased 8 Mbps internet fibre from Xyping Tech. However, the speed was slower than the one purchased.	The case was closed since the complainant did not provide the requested evidentiary details after several reminders.
4.	Cosmas Kandie vs Royal Mabati Factory Ltd	Retail	The complainant alleged that he placed his order on 29th January 2024; however, there was no delivery	The case was closed since the complainant did not provide the requested evidentiary details after several reminders.
5.	Nyakiti Paul vs WigoPay	Communication	The complainant alleged that the purchased airtime from Wigo Pay amounting KES 542 under different trasactions. However, the airtime was not received and the accused failed to refund the money	Upon the Authority's intervention, the complainant was refunded the money
6.	CAK vs Bee Care	Manufacturing	The Authority carried out market screening in the honey sector and subsequent laboratory testing of honey products sourced from various manufacturers. The tested sample from Bee Care products was found to be non-compliant to the requirements of clause 7 of the KSEAS 36:2020	The accused amicably resolved the matter by ensuring compliance with safety and consumer welfare requirements.
7.	Daniel Kabata vs Majid Al Futtaim T/A Carrefour Hypermarkets	E-commerce	The complainant alleged he purchased goods through Carrefour's app. However, some of the items delivered were different from those ordered. The accused failed to refund the value of items within 24 hrs as promised.	Upon the Authority's intervention, the complainant was refunded the money and hence the case was closed

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
8.	Sheila Byrene Keishing Vs Kenya Airways	Air Transportation	The complainanant alleged that the accused failed to refund the amount paid for the flight following cancellation of the booking. The cancellation was occasioned by failure to secure a visa to the destination	Upon the Authority's intervention, the complainant was refunded the money and hence the case was closed
9.	Edwin Otieno vs Top Tools & Machinery	Retail	The complainant alleged that Top Tools and Machinery's sold him a Girasol generator worth KES 275,000 with the assurance that it had a performance capability of 15-KVA. However, it failed to power a 6.6 KVA decker	Upon the Authority's intervention, the complainant was refunded the money and hence the case was closed
10.	Nancy Adhiambo Oswero vs Kenya Airways	Air Transportation	The complainant alleged failure by KQ to refund her for the cost incurred for taxi payment amount to USD 60 which was used while collecting her baggage from Kigali International Airport to its physical address which was misplaced by the accused	Upon the Authority's intervention, the accused amicably resolved the matter by refunding the Complainant.
11.	Colleta Muange vs Heritage Mabati Ltd	Manufacturing	The complainant alleged that they had ordered for iron sheets from Heritage Mabati. However, they failed to deliver within 4 days as agreed.	Upon the Authority's intervention, the iron sheets were delivered to the complainant
12.	Kagituju Kajigi vs Startimes	Telecommunica-tions	The complainant alleged that he had subscribed to Startimes Nyota bouquet, he renewed his subscription on 19th May, 2023 but was switched off on 27th May, 2023. They switched him on on 28th May, 2023, only to switch off again on 29th May, 2023. He alleged that the accused was forcing the subscribers to purchase a more expensive bouquet without their consent.	Upon the Authority's intervention, the complainant was offered 22 days free viewership and his bouquet upgraded to include more channels
13.	Tom Okeyo vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that Royal Mabati failed to deliver goods worth KES 122,185 within 24 hrs as promised. Six days later, the goods were not delivered as promised prompting the complainant to seek the Authority's intervention in the matter.	Upon the Authority's intervention, the goods were delivered to the complainant

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
14.	James Nyambagoka vs Wananchi Group Cable Kenya	Telecommunica-tions	The complainant alleged that he discontinued Wananchi Group's Cable internet services. However, he received an invoice from Wananchi Group Cable, requiring him to pay Kes. 1738. He sought a refund for the amount he had paid. However, he received another invocice of KES 400 which prompted him to seek intervention from the Authority for a refund of KES 1738.	The complainant did not provide the requested evidentiary details after several reminders.
15.	Mathew Joel vs Kopokopo Inc.	Financial sector	The complianant alleged he entered into a loan agreement, with Kopo Kopo Inc. for financial support. However, the accused breached the terms of the agreement by arbitrarily making deductions at the rate of 6% per week translating to annual interest rate of 312% which was unjustifiable	The Complainant failed to provide evidentiary information despite several reminders
16.	Isaac Nyonje vs CIC Insurance Group	Insurance	The complainant alleged that he had an insurance policy with CIC Group which was set to mature in 2024. However, upon indicating that he wanted to exit the policy, he was advised to hold off until the policy matured. His request for payment of KES 48,000 in May 2024 was declined.	The matter was referred to the Insurance Regulatory Authority (IRA).
17.	Joseph Mailu vs Watu Credit	Retail	The complainant alleged that he purchased a phone from Watu Credit on *lipa mdogo mdogo* (low value instalments) terms and had a remaining balance of KES 3,000, however the phone got lost. After reporting the loss and obtaining an OB number as requested by Watu Credit. The accused failed to assist in tracking the lost device but instead required him to pay KES 8,000 for replacement	The case was closed due to failure by the Complainant to provide evidentiary information.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
18.	Phanice Adhiambo vs Maganda Discount Supermarket	Retail	The complainant alleged that she had been purchasing goods from Maganda Discount Supermarket. However, she noted that most of the frozen edible products sold were often expired and unfit for consumption. Despite raising the issue with the supermarket's management, the complainant claimed that they appeared unconcerned and failed to take any corrective action.	The case was closed due to failure by the complainant to provide evidentiary information despite several reminders.
19.	Esther Mwangi vs Cooperative Bank of Kenya	Finance	The complainant alleged that she mistakenly sent KES 13,500 to Blessed Women Group's Co-operative Bank account instead of her daughter's school account. Despite reporting the issue to the bank, obtaining a police abstract, and being assured of a possible reversal, the funds were not refunded. She was eventually advised to seek legal assistance, prompting her to lodge the complaint with the Authority.	Upon the Authority's intervention, the complainant's money was reversed.
20.	Nixon Oleche vs Muuwi Tyres	Retail	The complainant alleged that he purchased truck tyres from Phineas Mwololo trading as Muuwi Tyres in Nairobi, which developed swellings and cracks within three weeks, rendering them unusable. Despite presenting proof of purchase and previous business transaction with the trader, they declined to offer a replacement or refund.	The complainant was advised to lodge the matter with KEBS.
21.	Christopher Kirathe vs Directline Assurance	Insurance	The complainant alleged that he purchased two salvage vehicles from Directline worth KES 3,892,000. Despite making full payment, Directline failed to transfer ownership to him. Further, he claimed that repeated follow-ups were unsuccessful, and this delayed procurement of insurance covers for the vehicles.	The matter was referred to IRA

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
22.	George Orinda vs Family Taste-Pure Mwea Pishori	Retail	The complainant alleged that Family Taste Pure Mwea Pishori, sold at Khetias Supermarket, was falsely branded as Pishori yet it lacked the expected quality, taste, and aroma. He claimed the rice was inferior even compared to cheap imported Pakistan rice and resembles ugali when cooked.	The case was closed due to failure by the complainant to provide evidentiary information despite several reminders.
23.	Alice Achieng vs Samsutech Solutions Limited	Retail	The complainant alleged that she purchased a microwave from Samsutech which became defective and did not fuction well even after two subsequent repairs. The accused failed to redress the complainant leaving her with a defective product.	The Authority did not establish any violation of the Act.
24.	Lena Kombo vs Sophies Online Shop	Retail	The complainant alleged that he ordered five (5) pairs of men's socks amounting to KES 2,748. Sophies Online failed to deliver the socks.	Upon the Authority's intervention, the complainant was refunded the money.
25.	Purity Wangari vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that, she made an online purchase of roofing materials from Royal Mabati Factory Limited worth KES 63,335. However, the accused failed to deliver within 7 days as advertised.	Upon the Authority's intervention, the roofing materials were delivered to the complainant.
26.	Erick Cheruiyot vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that he purchased roofing materials from Royal Mabati Factory Limited worth KES 70,000. However, the accused failed to deliver though they had advertised a delivery within 72 hrs.	Upon the Authority's intervention, the roofing materials were delivered to the complainant.
27.	Peter Longden vs Majid Al Futtaim T/A Carrefour Hypermarkets	Retail	The complainant alleged that he bought an aluminium clothes dryer from Carrefour supermarket that was displayed at a price of KES 3,499, but label on price displayed the product name as Clothe Rack Foldable. However, at the till he was charged KES 7,890, and on the receipt, the name of the product was recorded as Aluminium Cloth Dryer.	Upon the intervention of the Authority, the accused corrected the display and redressed the complainant.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
28.	Terry Obi Vvs Anko Retail Kenya	Retail	The complainant alleged that she ordered products which included an air fryer, an insulation tape and scissors from Anko Retail Kenya's online store and paid in full. She later visited their stores only to discover that the goods were out of Stock. She requested for a refund, but Anko took days to actualize the refund, despite initially promising that the refund will take at most 48 hours.	Upon the Authority's intervention, the complainant was refunded and a warning issued to the accused.
29.	Nelson Mwongela and African Capital Limited	Financial services (Microfinance)	The complainant alleged that he took a loan facility of KES 177,720 from the African Capital. However, the accused inflated loan balances of KES 500,000 through unilateral imposition of fees and charges.	Upon the Authority's intervention, the inflated amount was waived and the loan account closed.
30.	Gibson Mwenda and Mwanachi Credit Limited	Financial services (Microfinance)	The complainant alleged that he took a loan from Mwananchi Credit Limited but within 2 months they repossessed his vehicle without considering the dispute resolution clause in the contract. The vehicle was his source of income for servicing the loan.	The complainant was advised to lodge the matter with Small Claims Court.
31.	Katherine Mumford vs Destination Consultants	Tourism	The complainant alledged to have paid KES 275,000 for a tour in Kenya however she cancelled her travel due to health-related issues and communicated the same with the accused requesting for a refund. The accused refunded USD 1,500 remaining with a balance of USD 1,000.	Upon the Authority's intervention the complainant was refunded the balance.
32.	Richard Maritin vs Paytech	Parking Management	He alleged that he visited the Imaara Mall and was issued with a chip coin to access the parking space and to make payment when exiting. He inadvertently left the chip in the paying booth after making payment for the parking and could not recover it. He was denied exit and charged KES 1,000 for the chip coin.	The Authority did not establish any violation under the Act

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
33.	Anne Ngatia vs Majid Al Futtaim T/A Carrefour Hypermarkets	Retail	The complainant alleged that she had been losing her unredeemed loyalty points for the last one (1) year. She had raised the issue with the customer care and was not resolved. Upon interrogation of the terms by the supermarket, she could not find any condition set for unredeemed loyalty points over a period of time.	The Complainant failed to provide evidentiary information despite several reminders.
34.	Scolar Otieno and Naivas Limited	Retail	The complainant alleged that she bought corn-chips snacks from Naivas Capital Centre. When she opened them a week later after purchase, she found out that the product had an expiry date which showed that it had expired two months earlier.	The Complainant failed to provide evidentiary information despite several reminders.
35.	Mathews Keinamma vs Lufthansa Airlines	Transport (Aviation)	The complainant alleged that he purchased a return air ticket worth KES 424,830 from Nairobi to Canada via Frankfurt via Lufthansa Airlines through Expertriate Travel Agency. However, he was denied boarding on the claim that he was a Kenyan passport holder and did not have full documentation yet he had the required documents namely the hotel booking confirmation, Visa and passport. The airline refunded him a partial sum of KES 361,032 and retained a balance of KES 63,798.	Upon the Authority's intervention, the complainant was refunded the balance.
36.	Tiffany Wangui and Mogo Microfinance	Financial services (Micro-finance)	The complainant alleged that she took a loan of KES 300, 000 which she had paid for 20 months. However, the loan statement indicated a balance of KES 392,000. The amount repayable had computed in dollars USD 2890.61 depsite the loan having been advanced in KES.	Upon the Authority's intervention Mogo refunded the complainant the overcharge amounting to KES 108, 745.1

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
37.	Aron Kitonyi vs AAR Hospital	Healthcare	The complainant alleged that he was admitted as a patient in the AAR Hopsital under a CIC insurance cover. The following day he was informed by the Hospital that the insurance had failed to clear his bill and was required to pay an invoice of KES 2,000, for a test that had not been done. Further the invoice was for a walk in rather than admission. However, upon review of the ulitilization from the Insurance, he discovered that the bill had already been paid.	Upon the Authority's intervention, the complainant was refunded the amount he had paid.
38.	Enock Oduor vs African Capital Ltd	Financial Services	The complainant alleged that African capital had failed to provide him with his loan statement and that they had continued making deductions since 2018 despite having finished repaying the loan	The complianant withdrew the matter.
39.	Jonathan Kunguru vs Africa Capital Ltd		The complainant alleged that he took a loan with African capital amounting KES 150, 000, however, the financier began to make erroneous deductions, thereby unilateraly increasing the interest rates and tenure for his loan. Further, they failed to provide him with the loan agreements.	Upon the Authority's intervention the complainant was refunded an amount of KES 257,053 being the overcharge.
40.	Zablon Kamau vs Mogo Car Finance	Financial Services (Microfinance)	The complianant alleged that he took a car loan of KES 370,000 from Mogo and had repaid KES 600,000. However, Mogo repossed his car claiming a balance of KES 52, 000 being charges which were unknown to the complainant.	The matter was closed due to failure by the Complainant to provide evidentiary information.
41.	Ephaim Mwangi vs Jubilee Insurance	Financial Services (Insurance)	The complainant alleged that Jubilee Insurance had refused to give him back his money since year 2000. He had written to them severally, including visiting their company offices, however, they kept telling him to wait.	The case was closed due to failure by the Complainant to provide evidentiary information.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
42.	Kenneth Kirui vs Shoppers SACCO	Financial Services (SACCO)	The complainant alleged that he filled a withdrawal form, withdrawing from Shoppers SACCO, on 15th March,2024. According to the form, he would be refunded his withdrawable deposits 60 days after receipt of the withdrawal form by Shoppers SACCO. By the time of lodging the complaint, he had not received his withdrawable deposits.	The complainant was refunded by the accused.
43.	Daniel Njoroge vs Simba Cement	Manufacturing	The complainant alleged that he bought 50-kg bags of Simba Cement from Shama, Alsade and Jacaranda hardware stores. After weighing the bags, he realized that they were 42 instead of 50 kilograms.	The case was closed due to failure by the Complainant to provide evidentiary information.
44.	Beatrice Ngina vs Samstech Solutions	Retail	The complainant alleged that she purchased Samsung A05 from an agent of Samstech Solutions on *Lipa Mdogo Mdogo* (low value instalments) terms paying a deposit of KES. 3,500. She was to pay the phone weekly, and the total cost of the phone including her desposit was KES 16,500. However, after making payments totaling KES 5,020 the accused indicated an outstanding balance of KES 27,896. She returned the phone to Watu Credit Limited, who delayed in refunding her money.	Upon the Authority's intervention, the complainant was refunded her money.
45.	Francis Mwangi Gichia vs Mwananchi Credit Limited	Finance Services (Microfinance)	The complainant alleged that he acquired a Civil Servant Loan of KES 162,034 from Mwananchi Credit Limited. Having repaid a total of KES 142, 900, he requested for an early settlement of his loan, however, the accused generated a loan statement with an outstanding balance as KES 234,338 which amount, he considered to be unreasonably high.	Upon the Authority's intervention, the accused reduced the complainant's outstanding balance to KES 178,338.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
46.	Dukakis Omondi vs Naivas Supermarket	Retail	The complainant alleged that he purchased Clovers tomato sauce from Naivas supermarket Ojijo Branch at a total cost of KES 67. He gave out KES 100 to the cashier as payment, however he was handed KES 30, less KES 3. The complainant stated further that it was not the first time that Naivas Supermarket withheld his change.	The complainant was advised to raise the complaint with Naivas Supermarket as a point of first redress.
47.	Ekrah Wambui Matu vs. BEe Unique Baby Shop	Retail	The complainant alleged that she ordered newborn packages costing KES 5,000 from BEe Unique Baby Shop. However, upon delivery, she discovered that some of the items were too small. She returned the clothes and requested for a refund but the seller declined to refund her.	Upon the Authority's intervention, the accused refunded the complainant.
48.	Dawn Jepkoech vs Pansy Pan Stationery	Retail	The complainant alleged that he bought a faulty T-square from Pansy Pan stationeries for KES 600. He returned the product to the shop but the seller refused to take any responsibility.	The Complainant failed to provide evidentiary information, hence the matter was closed.
49.	Janet Maina and 5 others vs Kenkom SACCO	Financial Services (SACCO)	The complainants alleged that they withdrew membership from Kencom SACCO by filling a withdrawal form and issuing sixty days' notice to the SACCO as required. However, the SACCO failed to refund their savings after the lapse of the sixty days' period. Constant followups on the same were to no avail.	The matter was referred to SASRA and the case closed.
50.	Cassian Mwikamba Matete Vs. Equity Bank	Financial Services	The complainant alleged that had an outstanding loan balance of KES 140,000 with Equity Bank. However, he accused the bank's official of issuing threats and sending goons to the complainant's business premises to repossess goods. Allegedly, the repossession was not accompanied by a proclamation notice. The complaint was also lodged with other government agencies including the CBK.	The matter was closed to and referred to other relevant agencies to investigate.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
51.	Claire Wambui Vs. Kilimall	Retail	The complainant alleged she purchased a weighing scale machine from Kilimall for KES 978. The machine was delivered nine days later and, upon testing, it was faulty. She returned the machine to Kilimall four days later and was advised that its one-week warranty period had lapsed. She alleged that Kilimall failed to refund her but retained the machine.	The case was referred to Weights and Measures, under the State Department of Trade, for resolution.
52.	CAK Vs. Utamu Trade Honey	Manufacturing	Pursuant to section 70(A) of the Act, as read together with section 31(1), the Authority investigated one of Utamu Trade's Honey products under the brand name "Utamu Tele Honey", specifically regarding their claim that the product is 100% pure. The Authority conducted tests on the product and determined that the sample was non-compliant with the requirements of clause 7 of the KS EAS 36:2020 Honey – Hygiene Standard.	Upon the Authority's intervention, the accused undertook to put in place corrective measures to prevent recurrence of the complaint.
53.	CAK Vs. Royal Converters Ltd	Manufacturing	Pursuant to section 70(A), as read together with section 31(1) of the Act, the Authority investigated one of Royal Converters Limited's products under the brand name "Jibambe Grape Fruit Juice." The matter related to labelling in line with requirements of the KS EAS 38:2014 Standard on Labelling of Pre-packaged foods. The manufacturer did not specify the percentage of grape juice contained in the product.	The matter was resolved after the accused to reviewed the labelling following its approval by the Authority.
54.	Agnes Mobisa Vs. Home Fiti Sales	Retail	The complainant alleged that Home Fiti advertised that they offer free delivery of products. However, upon paying for various products, Home Fiti allegedly failed to deliver them and cut off communication.	The complainant failed to provide evidentiary information. The matter was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
55.	Eunice Atieno and George Ouma Vs. Tugende Limited	Financial	The complainant allegedly purchased a Tuk Tuk (three-wheeler vehicle) from Tugende Limited and made part payment. However, the vehicle was allegedly repossessed without notice. The complainant indicated that the matter had been reported to the Consumer Downtown Association.	The matter was being handled by the Consumer organization, therefore, the Authority noted it for any further action.
56.	Lydia Nyamai Nduku Vs. Safaricom PLC	Telecommunica-tions	The complainant alleged that she did not receive adequste service from Safaricom whereby she was to be refunded an amount into her Mpesa account. Her complaint revolved around the time taken to receive the refund, which had taken too long. The lack of communication by Safaricom added to the frustration.	The complainant was advised to pursue the matter with the Communications Authority of Kenya and it was subsequently closed.
57.	Samuel Anderson v Madukha Safaris	Tourism	The complainant allegedly paid US$ 7,180 to Madukha Tours for an 11-day safari in Kenya and Tanzania. However, the service were not provided. Allegedly, an official from the tour company informed him that the company had ceased operations due to liquidation.	The complaint was referred to the Tourism Regulatory Authority and the matter closed.
58.	Robert Nderitu v Calcare Limited	Retail	The complainant allegedly received a replacement for a faulty TV purchased from Carl Care. The replacement, a 43" Syinix 43A1S-L set, was noted to have two dirt-like spots on its internal surface (reflector). Upon raising the issue with the retailer, he was allegedly dismissed and requested to sell the TV.	The matter was referred to the KEBS and closed.
59.	Local Ocean Conservation Vs. Laptech Technologies	Retail	The complainant allegedly purchased four laptops from Laptech Technologies. However, the devices supplied had lower specifications than marketed and ordered, leading to persistent performance issues. Despite follow-ups requesting an upgrade matching the original specifications, Laptech allegedly did not provide the agreed RAM chip and cut off communication.	The complainant withdrew the matter against the accused and it was subsequently closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
60.	CAK Vs. Kevita International Limited	Manufacturing	Pursuant to section 70(A), as read together with section 31(1) of the Act, the Authority investigated Kevita International Limited's products branded "Kellogg's Chex Choco Marshmallow." The matter involved labelling in line with requirements of clause 4.7.1 of the KS EAS 38:2014 Standard on Labelling of Pre-packaged foods. It was established that the labels lacked the manufacturing date, batch number, and was written in Korean.	Upon the Authority's intervention, the accused provided a label that complied with requirements of KS EAS 38:2014 Standards.
61.	Ibrahim Dalacha Dido Vs. Mogo Auto Limited	Financial services	The complainant allegedly secured a logbook loan of KES. 300,000 from Mogo, repayable over 60 months at a flat interest rate of 2.6%. Upon repaying KES 800,000, he was informed that he still owed KES 330,195. Further, Mogo unilaterally restructured the loan, requiring him to pay monthly installments of USD 168.83 at a 3.85% interest rate on a reducing balance.	The matter was forwarded to Mogo to resolve in accordance with settlement terms entered into with the Authority.
62.	Marin Mwiti v Mogo Auto Limited	Financial services	The complainant allegedly purchased a vehicle through Mogo's loan scheme with the agreement that he would repay it in monthly instalments subject to a 3% interest. After one and half years making payments, he was he requested for a statement and was not in agreement with the balance indicated. Upon inquiry, he was informed me that the interest was not on a daily basis, not monthly. Thereafter, he claimed Mogo sold his vehicle without consent and listed him with CRB claiming the auction did not recover the outstanding amount in full.	The matter was forwarded to Mogo to resolve in accordance with settlement terms entered into with the Authority.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
63.	Charlie Zien Vs. Sopa Lodges Kenya	Tourism	The complainant alleged that Sopa Lodges had been implementing a double-payment scam targeting tour drivers. The lodge allegedly double charged drivers for their stays, with the second charge being processed after their departure and without authorization.	The matter was closed due to lack of evidence.
64.	Tynka Victoria v Safaricom Plc	Financial services	The complainant alleged that on 26th January, 2024, she mistakenly sent Ksh. 500 to Paybill 4124977 instead of 4114997. She reported the issue to Safaricom on 2nd February, 2024 upon which the telecommunication firm provided a contact number for follow-up. The contact allegedly belonged to One Acre Fund which was unrelated to the transaction. Despite assurances that the matter would be resolved within 72 hours, no resolution was provided.	The complainant was refunded and the matter closed.
65.	Cindy O v Bolt Kenya	Transport	The complainant alleged that she took a Bolt trip from Gateway Mall to JKIA on 15th December, 2023 at a quoted and charged cost of KES 450. The trip cost was billed to her credit card. Despite both Bolt and her bank confirming the charge, she later discovered that she had been double charged. Upon raising the issue with the taxi hailing company, they insisted the matter had already been resolved.	The complainant was refunded after the Authority's intervention.
66.	David Thugu v Unaitas Sacco Society Limited	Finance	The complainant alleged that on 19th October, 2024, he entered into a loan agreement with Unaitas for a top-up of KES 270,000 on an existing loan of KES. 716,000, bringing the total facility to KES 986,000. He claims to have fully repaid the loan as per the agreed terms but Unaitas later demanded additional charges, which he disputed.	The Authority noted the complaint and allowed the parties resolve the matter amicably.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
67.	Joseph Sambu v Royal Mabati Factory Limited	Retail	The complainant alleged ordered roofing sheets from Royal Mabati and paid KES 209,895, based on the delivery pledge of seven (7) days. However, the accused informed him that Royal Mabati had run out of stock and were unwilling to refund him, instead informing him to away restocking.	The matter was closed since the case had been lodged with the Small Claims Court.
68.	Joakim Njunguna v Mogo Auto Limited	Financial	The complainant allegedly obtained a loan from Mogo in KES but his payment were calculated in US Dollars. He wanted the Authority to intervene in order to obtain a refund of the overcharge.	The accused resolved the matter amicably with the complainant.
69.	Stephen Otsyeno v Khetias Supermarket	Retail	The complainant alleged that he purchased two car batteries from Khetias' Kitale Branch at KES 13,399 each. Upon testing the batteries, one was faulty. He returned it to the branch who sent it to the dealership in Nairobi for quality checks. However, the complainant did not receive a comprehensive report on the findings.	Upon the Authority's intervention, the accused replaced the battery.
70.	Evans Kisaka v Delphis Stores Limited	Retail	The complainant alleged that he purchased a Honda Ace motorbike advertised for KES 100,000 on Delphis' online platform and paid a total of KES 103,500, including a delivery fee. However, the motorbike was not delivered.	Upon reviewing the complaint, the Authority determined it criminal in nature referred to the DCI.
71.	Collins Lumumba v Mogo Auto Limited	Microfinance	The complainant allegedly took a loan of KES 960,000 from Mogo, with an agreement to repay it in monthly installments of KES 50,000. Later he discovered the charges were more than in the agreed terms and that the repayments were being calculated in USD.	The matter was forwarded to Mogo to resolve in accordance with settlement terms entered into with the Authority.
72.	Teresia Wanjeri Ngugi Vs. Meru Dairy Cooperative	Financial	The complainant allegedly purchased a carton of Mount Kenya UHT 500ml milk worth KES 1,062 from Cleanshelf. Upon opening the carton, he noted that one of the pouches weighed significantly less than the others.	The Authority noted the complaint and allowed the parties resolve the matter amicably.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
73.	Kawira Migue Vs. ICEA Lion	Insurance	The complainant alleged that ICEA was deceiving customers into buying life insurance policies. Additionally, she wanted to know how a refund of KES 76,350.00 was made on her policy.	The matter was referred to IRA for resolution.
74.	Gakenia Kaiganaine Vs. Bree's Bees Limited	Retail	The complainant alleged that on 8th November, 2024, he purchased 24 bottles of flavored lime/dawa juice from Bree's Bees store at KICC for KES 1,000, only to discover it had expired on 3rd October 2024. He raised the issue with Bree's Bees Limited on 12th November 2024, and they assured him that the bottles would be replaced, however, they failed to do so.	Upon the Authority's intervention, Bree's Bees Limited replaced the bottles within a week.
75.	Eric Wanjau Vs. Scott Christian University	Education	The complainant alleged that his studies at the university were disrupted due to health and financial challenges. Upon attempting to resume his education, the university declined his request, insisting he provide transcripts that had not been issued by part-time lecturers. He further claimed that the institution failed to maintain a record of his academic grades, contrary to standard academic practice.	The matter was referred to the Commission of University Education (CUE).
76.	Mercy Kajuju Muriuki Vs. Nyati Savings & Credit Cooperative Society	Financial services	The complainant alleged that she was a member of Eastlands Welfare Group through which she joined Nyati Sacco. Subsequently, a loan application was declined due to lack of a guarantor. She was informed that she had guaranteed loans to persons unknown to her, including members of the Eastlands Welfare Group. She alleged that this had been done without her knowledge or consent. Further, she could not withdraw her savings due to some members of the Group failing to clear their personal loans.	The matter was referred to SASRA and the case closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
77.	Nagy Tageldin Vs. Sophie's Online Shop	E-commerce	The complainant alleged that they ordered goods from Sophie's Online shop but the goods were not delivered. On following up, the accused remained non-responsive. Further, the complainant discovered that the accused had moved their store to unknown location without notifying its customers or updating their website.	The matter was referred to the National Computer and Cybercrime Coordination Committee (NC4)
78.	Elijah Lang'at Kiprotich Vs. Sophie's Online Shop	E-commerce	The complainant allegedly bought a large capacity backpack and a summer mesh men's sandal from the online store at a cost of KES 3,999 and KES 7,719 respectively. The items remained undelivered for nearly three months.	The matter was referred to the National Computer and Cybercrime Coordination Committee (NC4)
79.	Kristopher Walhof Vs Anko Retail	E-commerce	The complainant alleged that Anko Retail was delivering the wrong and low-quality products. Allegedly, they refused to respond to consumer complaints.	The matter was referred to DCI and the case closed.
80.	Trushal Valji Vs. Anko Retail	E-commerce	The complainant alleged that he made an online purchase from Anko Retail and despite them promising to deliver the items the day after the sale, they remained undelivered 12 days later. Allegedly, they refused to respond to consumer complaints.	The matter was referred to the National Computer and Cybercrime Coordination Committee (NC4)
81.	Frankline Ongera Vs. Mogo Auto Limited	Microfinance	The complainant alleges that he purchased a vehicle that had been financed by Mogo. The financier indicated the loan balance as KES 390, 000 and assurance him that upon settling the debt, they would discharge the logbook to the seller so that it can be transferred to him. However, after making repayments of KES 250, 000, the accused indicated he had an outstanding balance of KES 490,000. After paying installment of KES 28, 000, for 10 months, the balance remained unchanged.	Upon the Authority's intervention, the matter was resolved amicably between the parties.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
82.	Tom Okoth Vs. Mzalendo Sacco	Financial services	The complainant alleged that he withdrew from Mzalendo having saved KES 114,000. He requested that his loan and interest amount be deducted from his Sacco savings and the balance be reimbursed to him. However, they only disbursed KES 30,000 retaining a balance of KES 84,000.	The matter was referred to the Commissioner for Co-operative Development.
83.	Francis Kamau Vs. Zeka Barbed Wire	Manufacturing	The complainant allegedly bought barbed wire labelled as measuring 480 meters. The wire was to run for 5 strips in a 50 by 100 plot, which would translate to 450 meters. However, the wire fell short on the 4th strip, meaning it was shorter by 30 meters.	The complainant withdrew the matter as he had lodged the same complaint with the KEBS.
84.	Antony Nderitu v Kenya Commercial Bank (KCB)	Financial	The complainant alleged that he borrowed KES 240,000 using his KCB Platinum Credit Card at 6% interest with a 45-day interest-free period and repaid a total of KES 254,602 as agreed. However, upon reviewing his statement, he found that KCB had charged an additional KES 12,724 in late payment interest and KES 8,857 in debit interest. He claimed these charges arose from billing being done on the 15th day, a detail he was not informed of beforehand.	Upon the Authority's intervention, the complainant was refunded.
85.	Emmanuel Matara vs H&K Autobox Limited	Retail	The complainant alleged that H&K Autobox sold him an insurance policy with the assurance that the full premium would be remitted to the insurer on his behalf. However, after his car was involved in an accident, he discovered that H&K Autobox had only paid a portion of the premium. Specifically, while the premium paid was intended to cover a sum insured of KES 1,615,000, the dealer only paid for coverage worth KES 1,200,000.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI).

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
86.	Elisabeth Kurer Heier vs Computer Space Kenya	E-commerce	The complainant alleged that the accused sold her a 2nd hand laptop but marketed it as brand new. In addition, the laptop was not installed with the agreed upon RAM chip.	The matter was forwarded to DCI for their resolution.
87.	Joseph Waruiru Macharia vs Sidian Bank Limited	Financial	The complainant allegedly obtained a loan of KES 750,000 from Sidian Bank secured against his motor vehicle. After notifying the bank of an accident, the bank received an insurance payout of KES 601,000 on 19th February 2025. He claimed that Sidian Bank subsequently denied him access to his account.	The complainant faied to provide evidentiary information required to proceed with the case, despite several reminders.
88.	Wamuyu Wachira vs Quickmart Supermarket	Retail	The complainant alleged that she purchased sunflower oil from the accused and noted that there was a discrepancy between the price displayed on the shelf and that which she paid at the counter.	The Authority did not establish any violation under the Act. The complainant was advised.
89.	Chelsea Kaigai v Wananchi Group Limited (Zuku)	Information & Communication	The complainant paid for Zuku Wi-Fi 10Mbps for a monthly cost of KES 2,899. However, they failed to install the equipment, promising that a technician would attend to the matter in a week's time. She declined the offer and requested a refund which they failed to issue.	Upon the Authority's intervention, the accused redressed the complainant through a refund.
90.	Thatcher Ndanu vs Supreme Credit Acceptance Limited	Financial	The complainant alleged that she obtained a loan from Supreme Credit but was not informed prior to signing the agreement that repayments would be made weekly. Further, the lender introduced daily interest rates, resulting in a total monthly repayment of 39% instead of the agreed 20%. Additionally, she reported being harassed and intimidated by auctioneers sent to her shop.	The complainant withdrew the matter.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
91.	Rebecca Oenga vs Quickmart Supermarket Kitengela	Retail	The complainant alleged that she bought cookies labelled as having been manufactured on 4th March, 2024. After eating the cookies, she realized another sticker on the packaging indicating the date of manufacture as 19th February, 2024 and an expiry date of 4th March, 2024.	The matter was resolved amicably by Quickmart.
92.	William Anders Macharia vs Tai Sacco	Financial services	The complainant alleged that he withdrew from Tai Sacco six years ago. However, Tai Sacco had failed to pay him his dividends.	The complainant failed to provide the requested additional information despite several reminders.
93.	Mary Wanjiru Mwangi vs Chamber Unity Savings & Credit Cooperative Society Limited and Chamber Unity Housing Cooperative Society Limited	Financial services	The complainant alleged that she joined Chamber Unity Sacco after being recruited by Dr. Thinguri, who promised a loan up to five times her deposit. She deposited KES 3,000 as a membership fee, KES 120,000 in savings, and KES 13,000 as share capital, and later applied for a KES 1,200,000 loan secured by her land title, making additional payments including a KES 6,000,000 charge for construction. However, after refusing to authorize an additional KES 3,000,000 charge, Dr. Thinguri returned her title deed but declined to issue a discharge letter or refund her contributions, and subsequently ceased communication.	The matter was forwarded to The Commissioner for Co-operative Development.
94.	Evans Manyuru vs Royal Mabati Factory Limited	Manufacturing	The complainant purchased iron sheets from the accused and was informed that the same would be delivered within seven (7) days. After the iron sheets remained undelivered for over two months, the complainant lodged a complaint with the Authority.	The matter was closed after the iron sheets were delivered.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
95.	Wyciffe Mbaiya v Sophies Online Shop	Retail	The complainant alleged that he ordered five pairs of men's socks from Sophies Online and paid KES 2,748, with a delivery promise of 48 hours. However, by the time of lodging the complaint, the items had not been delivered. He followed up on 17th October, 2024 but received no response from Sophies Online.	Upon the Authority's intervention, the accused redressed the complainant.
96.	Nasir Adepoju v Homefiti Appliances	Retail	The complainant alleged that he purchased a blender worth KES 12,500 from Homefiti's website. However, the blender was not delivered. A reversal request on M-PESA was unsuccessful.	The matter was referred to the National Computer and Cyber Crimes Coordination Committee.
97.	Joan Murimi v Geek Tech Robotics	Retail	The complainant alleged that she initially purchased a Dell Latitude 5300 for KES 32,000 from Geek Tech Robotics Kenya but returned it the next day due to excessive fan noise. She then bought a Lenovo T480s Core i7, 8th Gen with 16GB RAM and 512GB SSD for KES 42,000, which came with a 6-month hardware warranty and a 1-year software warranty. However, the laptop developed several issues. The retailer seller declined to address or resolve the problems.	The complaint was referred to the Communications Authority of Kenya.
98.	Kenneth Njihia v Simple Pay Capital Limited	Financial servcies	The complainant alleged that he took a loan of KES 20,000 from Simple Pay Capital Limited but was unable to service it due to harsh economic conditions. He reached out to the Webuye Branch Manager to discuss possible arrangements for securing the loan. However, the loan continued to accrue high interest charges, worsening his repayment situation.	The complainant failed to provide the evidentiary information and therefore the matter was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
99.	Hashim Ali Zuber v Mwanachi Credit Limited	Financial services	The complainant alleged that he obtained a loan of KES 420,000 from Mwananchi Credit Limited to settle a loan owed to Platinum Credit. Without his consent, Mwananchi Credit advanced him two additional loans of KES 75,918 and KES 78,946. Although the initial agreement required monthly payments of KES 10,000, the company began deducting KES 20,051 instead	The complainant failed to provide the evidentiary information and therefore the matter was closed.
100.	Hashim Ali Zuber v Premier Credit Limited	Financial	The complainant alleged that he applied for a loan of Kes. 60,000 from Premier Kenya, but later their agent credited him with further loans which he never applied, resulting into total amount of Kes. 150,000.	Case closed after the complainant failed to provide evidential information.
101.	Dinesh Patel vs Chandaria Industries	Retail	The complainant alleged that he bought foil for office use and did not open immediately but upon reaching the office he discovered it was damaged.	The complainant did not provide the requisite documents but later inform the Authority that he had been offered redress.
102.	Goeffrey Okoth Oliengo v Mogo Auto Limited	Financial	The complainant alleged that he obtained a logbook loan of KES. 250,000 from Mogo Finance, with an agreed monthly installment of KES. 16,000. However, the installments later increased to KES. 24,000, and upon inquiry, he was informed that the loan was in dollars and subject to exchange rate fluctuations, information that was not disclosed at the time of loan application. He had paid KES. 700,000 and wasseeking a refund of the excess amount paid.	Upon the Authority's intervention, Mogo refunded the complainant Kes. 221,084.
103.	Joyce Wangeshi Kuria T/A Aiveo Distributors Limited and Equity Bank Limited	Financial	The complainant alleged that Equity Bank was freezing the account belonging to Aiveo Distributors Limited contrary to court orders directing that the account be unfrozen.	The matter is before a court of law.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
104.	Robert Miano v Pioneer Electronic	Retail	The complainant alleged that he purchased a magic remote for Kes. 4,000 from Pioneer Electronic, based on the seller's assurance that it had specific features. Upon delivery, he discovered that the remote was not compatible with his TV and lacked the promised features. He returned the remote, but the seller refused to offer a refund or replacement.	The complainant withdrew the matter.
105.	Daniel Gichini v Carefour	Retail	The complainant alleged that he purchased a dishwasher from Carrefour for Kes. 19,999 which later became faulty. He returned it for repairs, and Carrefour promised to fix it within three days but failed to do so. As a result, the complainant sought the Authority's intervention to obtain a refund.	The complainant withdrew the matter.
106.	Kevin Isika v Carefour	Retail	The complainant alleged that he realized that he had paid double the price for a pineapple worth Kes. 301 at Carrefour. Carrefour declined to refund him the amount paid in excess.	Upon the Authority's intervention, the complainant was refunded
107.	Sigano & Omollo LLP acting on behalf of Joyce Wangeci Kuria against Kingdom Bank	Finance	The complainant alleged that having received grant of letters and colligenda bona, she was entitled to receive her husband's bank statements. Despite being served with the letters of administration and colligenda bona, the bank declined to give her the bank statements.	The matter was referred to the sector regulator.
108.	CAK vs Bakeville	Manufacturing	The bread product from Bakeville was improperly labeled. The accused presented new designs and proof of acquisitions of a printing machine in line with the directions from the Authority.	Upon intervention by the Authority, the accused applied remedial measures.
109.	Ruth Murage v Kilimall	Retail	The complainant alleged that she bought a mattress from Killmall and later realized that it had a white dried foam like material which had caused her back pains.	The matter was referred to the Kenya Bureau of Standards
110.	Jacinta Aluoch v Sanlam Kenya	Financial	The complainant alleged that she had not received premium refunds from Sanlam Kenya.	The complainant withdrew the matter since Sanlam Kenya refunded her.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
111.	Muchiri Gichuri vs Kilimall Limited	E-commerce	The complainant alleged that a television sold to him on Kilimall was presented as a brand new product but had an expired warranty and he was charged KES 13,000 for its repair.	The complainant withdrew the matter after an amicable resolution with the accused.
112.	Patrick Munyao vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that he paid for roofing mabati but Royal Mabati failed to deliver claiming lack of materials. Their customer care made false promises that they would deliver but failed to do so a month and a half later.	The matter was referred to RMFL.
113.	Andrei Buzgan vs Africa Kenya Safaris Limited	Tourism	The complainant alleged that Africa Kenya Safaris Limited failed to honour the agreed travel itinerary which led to the trip being cut short. They then failed to issue the 50% refund for the undelivered service.	The matter was referred to the Tourism Regulatory Authority.
114.	Harrison Ochieng Okello v Premier Airlines	Transportation	The complainant alleged that Premier Airlines sold him a ticket advertised as a one-way flight, but the plane had a stopover in Mogadishu. As he did not have a transit visa, he was unable to board the flight. Consequently, he was forced to book another flight with a different airline and is now seeking a refund for the cost of the unused ticket.	The matter was referred to Kenya Civil Aviation Authority.
115.	Samuel Musyoki vs Mogo Auto Limited	Financial	The complainant alleged that he was given a loan of KES 1.4 Million in 2021 by Mogo. Mogo then changed the loan terms and began charging repayment in dollars and claim the complainant owes over KES 2 Million despite him paying over KES 3 Million thus far.	The complainant failed to provide evidential information.
116.	Felix Okoth v Glovo Kenya	E-commerce	The complainant alleged that he placed an order for food delivery with Glovo but the rider failed to deliver it yet he was charged.	Glovo redressed the complainant by issuing a refund.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
117.	Nancy Nudi vs Co-operative Bank Limited	Financial	The complainant alleged that she took a loan from Co-operative Bank with a moratorium of 1 month. However, the bank did not honour the moratorium period as stipulated in the loan agreement and made a deduction on her November salary which was before the 1-month moratorium has elapsed. The bank then refused to issue her refund after promising they would do so.	The complainant withdrew the matter after the accused offered her redress.
118.	Alphonce Otieno Odindo vs Ahava Global Stores Limited	Retail	The complainant alleged that Ahava failed to transfer ownership of the logbook to him despite him paying all the required fees inclusive of logbook transfer fees.	The accused transferred ownership of the logbook to the complainant.
119.	Sarah Kiptinness vs Anko Retail	E-commerce	The complainant alleged that she ordered goods worth KES 8,140 which were not delivered. Her attempts to follow up were unsuccessful as Anko Retail did not resolve her matter.	The accused refunded the complainant which was confirmed.
120.	P.M Mwende vs Academy of Certified Human Resource Professionals	Educational	The complainant alleged that she requested to reschedule her training but was denied from attending due to the institution's 7 day notice cancellation period which she was not made aware of.	The complainant confirmed that the accused offered her redress.
121.	Mourice Ochieng vs Solzar Microfinance Limited	Financial	The complainant alleged that his vehicle was repossessed and put up for sale 5 days later by auctioneers acting under the instructions of Solzar Microfinance.	The complainant failed to provide evidential information.
122.	Peter Kimeu v Tu Shop Lighting	Retail	The complainant alleged that the accused sold him faulty floodlights and refused to issue him a refund.	The complainant failed to provide evidentiary information.
123.	Felix Kinyua vs Jechmart Store	Retail	The complainant purchased ice cream by the name Umbrella Ice cream which had ingredients listed in a foreign language.	The matter was closed due to the complainant failing to provide the required information.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
124.	Mugo Waithera & Associates acting on behalf of Birus Chambers Advocates and Solicitors LLP v I&M Bank	Financial	The complainant alleged that I&M Bank froze a sum of Kes. 14,679,139, money deposited into the complainant's account by Gro Sacco.	The matter was referred to the sector regulator.
125.	Japheth Ogutu v Richard Bolt	Transport	The complainant alleged that he booked a Bolt ride with vehicle registration number KDK 709Y and was charged KES 800 in cash instead of the quoted KES 500. After making the cash payment, he received an M-Pesa confirmation indicating that the same amount had also been deducted electronically, resulting in a double payment. Upon requesting a refund, Bolt declined, stating they do not issue refunds for cash trips and instead offered a promo code worth KES 800.	The complainant stated that he wanted to pursue the matter in court
126.	Christopher Wanjala Juma v Text Book Centre	Retail	The complainant alleged that he ordered "Sudi na Shada Wasoma Lishe Lvl 2 Longhorn" from Text Book Centre on 6th January, 2025 at a cost of Kes. 258. Text Book Centre failed to deliver the books within the stipulated timelines forcing him to cancel the order. However, Text Book Centre neglected to refund him the purchase price.	Text Book Centre refunded the complainant.
127.	Fintech Edge Company Limited v KCB Bank	Finance	The complainant, Fintech Edge Company Limited, alleged that it acquired a short-term loan of Kes. 109,300,000 from KCB Bank to purchase fertilizers from Nutrisource Kenya Limited, with the understanding that the fertilizers had no expiry. Based on assurances from KCB and Nutrisource, Fintech rebranded and distributed the fertilizers. However, on 10th January 2025, the National Cereals and Produce Board informed Fintech that the fertilizers had a short shelf life and might remain unsold by the end of February, leading to a government seizure notice on 3rd March 2025. Fintech contends that KCB engaged in unfair practices contrary to the Consumer Protection Act.	The matter was noted by the Authority.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
128.	Meshack Melly v Mogo Auto Limited	Finance	The complainant alleged that he obtained a loan of Kes. 200,000 from Mogo Kenya Ltd in 2023 with his vehicle logbook (KBT 234R) as collateral. Despite receiving the loan in Kenyan Shillings, he was required to make repayments based on U.S. Dollar equivalents. Additionally, Mogo repossessed his vehicle without issuing him with a notice.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited and the case closed.
129.	Winnie Chepkirui v Trident Insurance Company	Insurance	The complainant alleged that she reported the loss of her motor vehicle, registration no: KCV 434B to Trident Insurance in February 2023 and an investigator appointed to assess the validity of her claim concluded that the claim was genuine. Although she was subsequently promised to be compensated for the loss, it had been over a year since the approval of the claim, with no payments made.	The Authority forwarded the matter to the Insurance Regulatory Authority for resolution.
130.	Alfred Mghanga VS Mogo Auto Ltd	Financial Services	The complainant alleged that he took an asset finance loan from Mogo Auto Ltd in March 2020, initially agreeing to repay Kshs. 740,000 over 36 months at Kshs. 46,000 per month. During the COVID period, the instalment was raised to Kshs. 56,000, the loan term extended to 60 months, and a top-up loan of Kshs. 200,000 was issued without his consent. He claims that monthly payments have since increased to Kshs. 67,000, which he continues to pay.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited and the case closed.
131.	Emily Abuogo Vs Mogo Auto Ltd	Financial Services	The complainant alleged that she took a loan of Kshs. 250,000 from MOGO Auto Limited and it was agreed that she would be making monthly payments of Kshs 29,946 which she paid religiously. She thought that her loan was reducing until recently when she asked for her statement just to be told that she had a balance of Kshs. 395,061. Her attempts to try inquire proved futile and instead they threatened to pick her vehicle.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
132.	Javan David Munyoki Vs Mogo Auto Ltd	Financial Services	The complainant alleged that he borrowed a logbook loan of Kshs. 355,000 and paid back Kshs. 700,884 to Mogo. However, Mogo insists that he keeps paying them more money in USD, which is more punitive and expensive, yet the total amount paid wasalready twice.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited.
133.	Jayson E. Mbakaya and Mogo Auto Limited	Financial Services	The complainant alleged that he took a loan of kshs. 420,000 with MOGO. The loan facility was disbursed in one tranche in Kenyan shillings. But he was forced to pay in dollars at a flat rate interest rate of 2.6%. The interests were changed without communication as well as the approval to 3.84% reducing balance and 2.28% flat rate which was a breach of the original loan agreement signed in the beginning.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited.
134.	Lilah Chepkoriri Langat And Royal Mabati Factory	Retail	The complainant alleged that his mother purchased roofing sheets worth Kshs. 215,840. She was told to expect delivery within 7 days which expired. without delivery	The accused issued a redress to the complainant.
135.	Calvine Oguta Vs Royal Mabati Factory Ltd	Retail	The complainant alleged that he submitted his request for the supply of products from RML and paid KES. 137,610 and the delivery was to be done within two (2) weeks. However, the delivery did not happen as anticipated. Since communication with RML was taking too long with agents not being reliable and fruitful, he cancelled the order and sought for a refund while he sought out other alternatives.	The accused issued a redress to the complainant.
136.	Moses Kabuga Gachanja vs Mogo Auto Ltd	Financial Services	The complainant complained about an unexplained overcharge on loan facility by Mogo Auto Ltd.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited.
137.	Vitalis Sikuku Vs Mogo Auto Ltd	Financial Services	The complainant allegedly complained about an unexplained overcharge on loan facility by Mogo Auto Ltd.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
138.	Joseph Gitau Ngugi Vs Mogo Auto Ltd	Financial Services	The complainant allegedly complained about an unexplained overcharge on loan facility by Mogo Auto Ltd.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited.
139.	Audrey Changwony Vs Text Book Centre	Retail	The complainant alleged that she purchased textbooks worth Kshs. 6,280 online from Text Book Centre and requested delivery to Baringo County. After 13 days without receiving the order, she contacted the store via WhatsApp and was told the order was in the queue and would be dispatched soon. Although she suggested cancelling the delivery and sending someone to collect the books instead, no response was forthcoming from the accused.	The complainant was redressed.
140.	Grace Katama and Royal Mabati Ltd	Retail	The complainant alleged that he ordered some mabati from Royal Mabati Factory Company. He made full payment after they assured her that they would deliver in a weeks' time only for them to call and indicate that the materials were not available.	The complainant was redressed.
141.	Alex Mogusu Vs Kilimall Ltd	E-commerce	The complainant allegd that he ordered for a CTC 22-inch Digital TV, from Kilimall online shopping worth Kshs. 7,000. The CTC 22 inch TV had 12 months' warranty (23FR20CT2. Upon receiving the package, the complainant returned the package since the TV was defective. Kilimall upon returning the TV to the complainant, delivered a non-functional remote control and oversized TV stand.	The complainant was redressed.
142.	Cerrina Nani Vs Pizza Inn	Hospitality	The complainant alleged that she ordered for a pizza online on 28th September, 2024, and paid Kshs. 1,635 via her Visa Card. Pizza Inn cancelled her order because she had ordered late (i.e 9.30pm). Subsequently, she requested for a refund. Pizza Inn is yet to refund her.	The complainant was redressed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
143.	Beatrice Birir Vs Absa Bank Ltd	Financial Services	The complainant alleged that she acquired an ALOP loan of KES 638,800 from Absa Bank on 23rd November 2023, with a repayment plan of KES 24,983 monthly for 36 months. She was informed that after 12 payments, she could clear the remaining balance of KES 337,004 without further interest. However, after paying KES 362,000, she was told her outstanding balance was KES 487,764, which she contested due to inconsistencies in the agreed terms, but Absa reaffirmed the higher amount.	The complainant was redressed.
144.	Mbevi Frida VS Mogo Auto Ltd	Financial Services	The complainant alleged that she took an emergency loan of Kshs. 650,000 from Mogo in 2021 with an agreement to repay Kshs. 37,000 monthly. Over time, the repayment amount increased to over Kshs. 57,000 and at times Kshs. 60,000, without her consent. Despite repaying the loan for over three years, Mogo issued a statement showing an outstanding balance of over Kshs. 700,000 and unilaterally altered the loan agreement.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited.
145.	Peter Munga Vs Mogo Auto Ltd	Financial Services	The complainant alleged that Mogo gave him a loan of Kshs. 300,000 in May, 2022 to be repaid for 1 year. He repaid for 6 months then in January, 2023, Mogo topped up his loan with Kshs. 150,000 making the total loan to be Kshs. 450,000. he has been able to repay Kshs. 909,706 but Mogo wants him to repay additional amount not less than Kshs. 180,000.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited. Case closed.
146.	Miriam Wairimu Maina Vs Mogo Auto Ltd	Financial Services	The complainant alleged that she borrowed Kenya Shillings One Million One Hundred Thousand (1,100,000/-) from Mogo. The loan was advanced in Kenya shillings but then converted to dollars. She has since paid kshs. 3,300,000. Mogo repossessed the vehicle on 6/12/24 for an outstanding instalment of Kshs 241,438.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
147.	Swabra Omar Saleh Vs Mogo Auto Ltd	Financial Services	The complainant complained about an unexplained overcharge on loan facility by Mogo Auto Ltd.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited. Case closed.
148.	Josephine Otianga Vs Mogo Auto Ltd	Financial Services	The complainant complained about an unexplained overcharge on loan facility by Mogo Auto Ltd.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited. Case closed.
149.	Joyner Okonjo VS Mogo Auto Ltd	Financial Services	The complainant alleged that he took a loan in August 2021 for the sum of USD 8,013.24 which is equivalent of 880000.00 KSH, to be charged 2.20% interest on flat rate basis, and to be repaid for 24 months until 17 Aug 2023. The loan was disbursed in KES while the repayments were calculated in dollars. The monthly interest that was to be tabulated on flat rate basis increased/fluctuated over the period of 3 years to move from as low as 64USD/KSH 7,096 in Aug 2021 to over double the sum in the months thereafter, and even getting as high as four times the sum in some months.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited. Case closed.
150.	Christine Nyambura Kiriungi and Mogo Auto Ltd	Financial Services	The complainant alleged that she took a loan from Mogo Auto Ltd of Kshs. 200,000. She repaid Kshs. 400,000 but Mogo claims she still owed the Kshs. 200,000. She alleged that the loan was disbursed in Kshs but they calculated her balance using USD.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited. The case was closed.
151.	CAK vs Sesia Honey	Retail	The Authority carried out sector wide investigations in the honey sub-sector. The aim of the investigations was to confirm whether products comply with the requirements of KS EAS 36: 2020 (Honey- Specification Standard). It was found that there were non-conformities to the honey standards pertaining to yeast and mould count in the Sesia honey products.	The company put in place measures to ensure compliance with safety and consumer welfare requirements. The case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
152.	Brian Maingi v Bolt	Retail	The complainant alleged that on 8th of February 2025, he ordered food at KFC via Bolt food. He proceeded to make payment for the order. After a while, the order was cancelled. He followed up with Bolt Food to refund the money but all they offered was false promises.	The complainant failed to provide evidentiary information despite several reminders. The case was closed.
153.	Zaccheus Wachira Vs Mogo Microfinance Ltd	Financial Services	The Complainant alleged that Mogo Auto Ltd on the 4th of October 2023 through the online platform "X" (formerly known as twitter) posted a challenge dubbed "Utamaduni day contest alert". This alert also indicated that it had the possibility of rewarding one lucky winner Kenya Shillings Five Thousand (5,000/-). The allegation was that the challenge was fictitious.	The matter was forwarded to BCLB. The case was closed.
154.	Joshua Maundu v Jumia Kenya	Retail	The complainant alleged that on 2nd March, 2025, he purchased an anti-dryness permanent colour from Jumia. However, Jumia delivered a wrong product and his request for a refund or replacement was not heeded to.	The complainant was refunded and the case closed.
155.	Gloria Oyiolo v Queens Classy	Retail	The complainant alleged that on 6th August, 2025, she bought a black gym set worth Kes. 1,150 from Queens Classy Roysambu but the item was not delivered. She requested for a refund but it was not initiated.	The complainant was refunded and the case closed.
156.	Dinesh Patel vs Chandaria industries	Retail	The complainant alleged that he bought the foil but upon opening it he realized that it was damaged.	The complainant was redressed by way of refund and the case was closed.
157.	Abdifatah Yusuf vs Mohammed	Retail	The complainant alleged that he bought a refurbished laptop but upon using it he realized the battery was faulty.	The complainant did not provide missing evidentiary information despite reminders hence the matter was closed.
158.	Rubin Mukkam vs Space and Style	Retail	The complainant alleged that he was supplied with low quality gutters which were expanding.	The complaint was forwarded to KEBS for further investigation.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
159.	Simon Ongangi vs Taifa Mabati Ltd	Manufacturing	The complainant alleged that he was supplied with iron sheets that were fading.	The complaint was forwarded to KEBS for further investigation.
160.	Lesley Chacha vs Kilimall Ltd	Retail	The complainant alleged that she paid for goods which were not delivered and she requested for refund but had not been effected.	The complainant had lodged the complaint with the Small Claims Court and was advised to proceed with the Court. The case was closed.
161.	John Waigwa Gatheru vs Oraimo Kenya	Retail	The complainant alleged that he saw an advertisement in the Oraimo website on the discounts they had but when he tried to utilize it, he did not succeed.	The complainant was advised that since no money was lost the matter could not be remedied.
162.	Lewis Murimi v Silmatt Supermarket	Retail	The complainant alleged that he purchased a VON microwave from Silmatt on 23rd September, 2022 costing KES 11,050. The microwave had a warranty of one (1) year. It became defective, after which he returned it to Silmatt sometime in August, 2023. Since the microwave was returned, Silmatt did not repair it. Whenever he inquired about its status, he was informed that the management could not issue a refund but insisted on repairing the microwave.	The complainant was advised to pick the microwave from the accused since it had been prepared. The matter was then closed.
163.	Audrey Changwony Vs Text Book Centre	Retail	The complainant alleged that she bought textbooks online on the 25th January, 2025 worth Kshs. 6280 and asked the store to deliver the books to Baringo County. She reached out to Text Book Centre via the provided WhatsApp number on the 28th January, 2025 and she received an auto response. A response came in 2 days later with the apologies for the delayed response that it was on the queue and that it would be dispatched soon. She suggested cancelling the order and sending someone to the store but no response was received.	The complainant was refunded and the matter closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
164.	Naomi Chebet v Top Gear Driving School	Transport	The complaint was not given adequate motorbike training by the accused despite having paid the full amount for the service.	The complainant was refunded her money.
165.	William Ngunyi and Monarch insurance & Phoenix microfinance Ltd	Insurance	The complainant secured a loan from Phoenix Microfinance and used his car as collateral. A comprehensive insurance cover by Monarch Insurance was issued. However, the insurer refused to offer compensation when the complainant's car was damaged by fire. Phoenix Microfinance had also gone ahead to repossess the car.	The complainant was advised to lodge the complaint with the Insurance Regulatory Authority (IRA).
166.	Langat Elijah v Geektech Robotics	Retail	The complainant purchased a laptop from Geektech Robotics but the item was not delivered.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigation (DCI).
167.	Mercy Mwikali And Royal Mabati Factory Ltd	Retail	The complainant alleged that she purchased roofing items from Royal Mabati Factory Limited on 12th May and 14th June 2017 at a cost of Kshs. 34,020, which were delivered to her premises in Kibwezi. In May 2024, part of her roof rusted, prompting her to contact the company, who asked her to submit a complaint form for review. However, as of 30th May 2024, she had not received any feedback from Royal Mabati.	The complainant withdrew the complaint after obtaining redress from Royal Mabati Ltd, and the matter was closed.
168.	Jabin Odhiambo Omwanda vs Alpha Mobile Phones	Retail	The complainant alleged that on 15th January 2024, he purchased a Samsung S8 G950F screen for KES 9,800 from Alpha Mobiles, which was fixed the same day. The screen froze two days later, and Alpha Mobile admitted it was defective, promising a replacement once new stock arrived. However, after follow-ups in February 2024, he was advised to buy a new screen at an additional cost of KES 8,000.	The complainant received redress and the matter closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
169.	Owen Mogaka Vs Sultan Tech	Retail	The complainant alleged that he purchased an ex-UK non-refurbished HP 840 G3 laptop from Sultan on 8th September 2024 for KES 24,000, with a one-year warranty. On 23rd October 2024, the laptop malfunctioned, presenting a blank screen and loud humming sounds, indicating hardware issues. Despite notifying the dealer, Sultan claimed the damage was user-inflicted to avoid honoring the warranty.	The complainant was refunded and the matter closed.
170.	Noah Sirere and Mogo finance	Financial Services	The complainant alleged that Mogo Finance misguided him by forcing him to over pay a loan of Kshs. 400,000 to the tune of over three times the amount.	The complainant failed to provide evidentiary information to facilitate progression of the matter and was then closed.
171.	Eldorn Deon Vs Mogo Kenya Limited	Financial Services	The complainant alleged that he took a logbook loan of Kshs. 120,000 from Mogo Auto Limited under the impression that he would repay a total of Kshs. 130,000. Despite making timely payments, he was repeatedly informed that he was behind on payments and that his outstanding balance had risen to between Kshs. 180,000 and Kshs. 200,000. This made it increasingly difficult for him to keep up with the lender's demands.	The complainant failed to provide evidentiary information to facilitate progression of the matter, and the matter was closed.
172.	Kelvins Odhiambo VS Mogo Auto Ltd	Financial Services	The complainant alleged that Mogo Auto Ltd resolved his complaint but failed to return his motorbike. He has been trying to reach out but there has been no response.	The complainant failed to provide evidentiary information to facilitate progression of the matter and the matter was closed.
173.	Lazaro Kinuthia Njenga and Mogo Auto Ltd	Financial Services	The complainant alleged that he held a facility with Mogo and, after failing to make payments in November 2024, agreed to surrender the vehicle until he cleared the outstanding amount. In January 2025, he paid Kshs. 188,000 to regularize the account, which is now current. However, Mogo had refused to release the vehicle, which he relied upon to generate income to service the remaining 23 monthly installments.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
174.	Jailo Ambede Idalia and Mogo Auto Ltd	Financial Services	The complainant alleged that he received Kshs. 390,000 in financing from Mogo and has been repaying the loan at Kshs. 28,000 monthly for 16 months. Despite this, Mogo claimed his loan balance was Kshs. 560,000 and continued to rise even when he was not in arrears. Upon inquiry, Mogo employees failed to explain the increasing balance and instead threatened repossession, with further concern that the loan, applied for in Kenya Shillings, was being deducted in USD.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited and the case was closed.
175.	Denis Mkaya v Snaap Connections	Retail	The complainant alleged that he purchased two Nokia C1 phones for KES 7,000 which developed technical issues within the warranty period. The accused initially refused to replace the phones but later replaced one and delivered the other pending repair payment after Authority intervention.	Accused replaced the phone and the case was closed.
176.	Lena Githiri vs Majid-Al-Futtaim T/A Carrefour Hypermarkets	Retail	The complainant alleged that Carrefour indicated the 5kg Dawaat rice was on offer yet the price at the till was different.	The complainant was refunded, a warning issued to Carrefour and the matter closed.
177.	Regina Nthenya Ngei Vs Mogo Auto Limited Company.	Financial Services	The complainant alleged that Mogo purportedly changed the terms of her loan, and failed to adhere to the changed terms despite signing of the new terms sent to her.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited and the case was closed.
178.	Peter Nzuki Mbithi Vs Mogo Auto Ltd	Financial services	The complainant alleged that he took a loan of Kes 240,000 with Mogo, which he had been repaying and that Mogo repossessed his car which was later sold, but wondered how the proceeds of the sale could not clear his outstanding loan.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited and the case was closed.
179.	Khasiani Stephen Vs Mogo	Financial Services	The Complainant alleged that his loan was been subjected to USD charges and when he reached out to Mogo they told him to continue paying in USD.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
180.	Abdulmajid Manda vs Safaricom Plc	Communication	The complainant alleged that on two occasions he transferred money from bank to MPESA but he ended up buying airtime instead. He requested Safaricom to convert the airtime to money but to no avail.	The complainant was advised to lodge the matter with Communication Authority and the case closed.
181.	Patrick Nzioka Vs Client staying at Caughnaut Apartments	Fix and Repair Service	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	The complainant was advised to lodge the matter in the Small Claims Court. The case was closed.
182.	Christine Muthoni Wanjiru Vs Jumia Kenya	Retail	The complainant alleged that a feminine intimate wash purchased from Jumia Kenya caused her a severe urinary tract infection, and she sought product recall and compensation for medical expenses and lost earnings.	The complainant was advised to lodge the matter with the Pharmacy and Poisons Board. The case was closed.
183.	Karim Dossa Vs Jubilee Holdings Limited	Insurance	The complainant alleged that he is a shareholder of Seven Thousand, One Hundred (7,100) ordinary shares in Jubilee Holdings Limited. After reviewing his records, he discovered that he has not been receiving the correct amount for dividends for several decades since 1976-2014	The complaint was referred to the Capital Markets Authority and the case was closed.
184.	Moses Muriuki v Chandarana Supermarket	Retail	The complainant purchased two bars of chocolate at a cost of KES 180 and one of the bars of chocolate was found to have mould and thus was not consumable.	The matter was forwarded to KEBS and the case was closed.
185.	John Kiiri v Kenya Power	Energy	The complainant alleged that the accused had abruptly changed the payment methods for electricity bills excluding payments through some banks.	The complainant was advised seek remedy from EPRA. The case was closed.
186.	Jeremiah Mukabane Vs Mogo Auto Ltd	Financial	The complainant alleged that he repaid his loan in full but was denied his logbook.	Upon the Authority's intervention, the complainant got redress from Mogo Auto Limited. He withdrew the case and it was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
187.	Derick Oyengo Adera Vs Prime Roofing Mabati	Manufacturing	The complainant alleged that he ordered 40 iron sheets worth KES 46,800 from Prime Roofing Mabati Factory on 9th November 2023, with a promised delivery within seven working days to Kakamega County. As of February 2024, the iron sheets had not been delivered, causing damage to his house structure. His follow-up efforts with both the company director and local agent have been in vain.	Upon the Authority's intervention, the purchased iron sheets were delivered to the complainant and the matter closed.
188.	Recon Travels Africa Air Vs East Africa Air	Transport	The complainant alleged that Recon Travels booked flight B5602 with East Africa Air for KES 20,850, scheduled on 18th June 2022, but the airline canceled the flight without prior notice. Recon Travels had to secure alternative travel for the passengers and has since unsuccessfully sought a refund from the airline.	Upon the Authority's intervention, the complainant was refunded and the case was closed.
189.	Rongai Pharmacy Limited Vs Stitching MCF Kenya Limited	Finance Services	The complainant alleged that it entered into a financing agreement with Stitching MCF Kenya Limited for a KES 3,040,000 loan to be repaid over 24 months at 0% interest, with repayments deducted from till revenues. Despite completing payments for motor vehicle KCW050N, Stitching MCF repossessed the vehicle on 27th September 2024 without notice and attempted to transfer ownership through NTSA. The complainant further claimed that Stitching MCF was not licensed by the Central Bank of Kenya, rendering its lending activities unlawful.	The case was closed since the recourse sought was out of the purview of the Act.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
190.	Solomon Cheruiyot Vs Smart Phone Store Kenya	Retail	The complainant alleged that he purchased a Samsung Galaxy handset for KES 96,000 from Smart Phone Store Kenya Limited on 29th March 2024, which later developed screen issues. Despite repeated follow-ups and being promised warranty support, the phone was repaired by an unauthorized technician and he was charged KES 40,000, contrary to warranty terms. The store owner became unresponsive, and the complainant now has a non-functional handset and seeks a full refund of KES 136,000.	The complainant was advised to seek remedy from the DCI and the matter was closed.
191.	Neema Mwingu Vs Standard Chartered	Finance	The complainant alleged that she took a personal loan of KES 1,230,000 from Standard Chartered Bank on 10th March 2023 at a fixed interest rate of 15.25%. On 21st June 2023, she was informed that the interest rate had been revised to 16% effective from 28th March 2023, effectively backdating the change. She objected to the retroactive adjustment and requested that the bank adhere to the originally agreed rate.	The case was closed since the accused was not found to have violated any Section of the Act.
192.	Kennedy Ogola Vs Kyalo Wambua	Microfinance	The complainant alleged that he was offered a soft loan of KES 10,000 by Kyalo Wambua and was compelled to repay KES 24,000 within 25 days. He contended that the repayment amount was exorbitant and unfair.	The case was closed due to failure by the Complainant to provide evidentiary information which was necessary for the preliminary assessment of the complaint and initiation of investigation.
193.	Alex Gitau vs Bed Palace Kenya	Retail	The complainant bought a bed from the accused for KES 33,000. Less than a week later, he noticed that the bed was making some noisy sounds at the joints. He returned the bed to them but instead of replacing it, they sent back the same bed and ignored his request for a refund.	Upon the Authority's intervention, the accused issued the complainant a refund of KES 41,000. The case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
194.	Michael Runji Vs NCBA Bank	Banking	The complainant alleged that despite securing an Insurance Premium Financing (IPF) facility of KES 105,260 through NCBA Bank to insure a tractor purchased via a company loan, NCBA only issued a one-month insurance cover and failed to provide the full cover as agreed. He continued to repay the IPF in full over 16 months, during which time the insurance lapsed which led to his arrest. He sought the Authority's intervention for a refund of the full IPF amount, which he alleges was charged for an insurance service not rendered.	There was no violation of Part VI of the Act. The complainant was also advised to lodge the matter with the Insurance Regulatory Authority. The case was closed
195.	Martin Lele Vs Hela Capital Limited	Microfinance	The complainant alleged that he applied for a loan of KES 100,000 from Hela Capital via their mobile app on 25th October 2023, but only received KES 78,646 without prior notice of the deduction. Upon receiving the loan statement, he discovered he was expected to repay KES 359,000, which he found excessive. He later learned from Hela Capital's Kiambu Road office that they apply a fixed interest rate.	The complainant failed to provide evidentiary information which was necessary for the preliminary assessment of the complaint and initiation of investigations. The case was closed.
196.	Moreen Makena Vs Wananchi Group (Zuku)	Telecommunica-tion	The complainant alleged that she paid KES 1,999 to Zuku on 30th November 2024 for internet services which were never provided. Despite requesting a refund, she had not received it to date. She sought the Authority's intervention to recover her payment.	Upon the Authority's intervention, the complainant was refunded by the accused. The case was closed.
197.	Sammy Mutinda Makau Vs Pro Auto Tech	Retail	The complainant alleged that he purchased Amaron N95 and N70 batteries from Pro Auto Tech, which developed faults shortly after sale, particularly among tour operators. Of 11 returned N95 batteries, only four were addressed, while Pro Auto Tech declined to resolve seven claims, citing overcharge issues. The complainant also noted that claim resolution process was slow, taking up to four months, forcing him to replace faulty units at his own cost with alternative brands.	The matter fell outside of the mandate of the Authority. The case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
198.	Benoit Maheux-Lacroix vs Kenya Airways PLC	Aviation	The complainant alleged that his family was denied boarding a Kenya Airways (KQ) flight despite having fully paid for the tickets, resulting in significant inconvenience. He further claims that KQ had not refunded the ticket cost, despite the fact that the travel did not occur.	Upon the Authority's intervention, the accused refunded the complainant.
199.	Amos Omar Vs Kilimall Limited	E-commerce	The complainant alleged that Kilimall Ltd failed to deliver the exact goods he ordered and paid for. Despite returning the incorrect items, the company did not refund him.	Upon the Authority's intervention, the complainant was refunded his money. The case was closed.
200	Nakili Fitzwanga Vs Kenya Commercial Bank (KCB)	Banking	The complainant alleged that she authorized KCB to debit KES 414,004.80 from her account on 17th February 2025 to purchase a 14-year treasury bond advertised by CBK. However, CBK did not receive the funds by the bond's expiry on 18th February 2025, resulting in the cancellation of her bid. She attributed the loss of the bid to KCB's delay in remitting the funds.	Upon the Authority's intervention, the complainant was refunded the money.
201.	Billy Atela Vs ABSA Bank Kenya	Banking	The complainant alleged that Absa Bank locked KES 38,000 from his salary account on 20th December 2024 without prior notice, in an attempt to proactively recover a loan repayment for a KES 1,500,000 check off loan issued in December 2023. Despite raising the issue with the bank under Ref. 26521566 and making several follow-ups, the funds were not released, leading him to view the action as unfair, wrongful, and unlawful.	The case was closed since the accused was not found to have violated any Section of the Act.
202.	Dr. Andrew Guuru Vs Davis and Shirtliff Limited	Retail	The complainant alleged that Davis and Shirtliff Ltd sold him a faulty swimming pool heat pump chiller in September 2023 for KES 27,666, which failed to function even after installation. A technician from the company later confirmed that the unit had a faulty setting and had been phased out from the market, leaving the complainant with an unusable product, no available spares, and business losses.	The case was closed due to failure by the Complainant to provide evidentiary information which was necessary for the preliminary assessment of the complaint and initiation of investigations.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
203.	Benjamin Kiundu Ndeni Vs Jafari Credit Limited	Microfinance	The complainant alleged that Jafari Credit misrepresented its loan terms. Despite agreeing that he would repay a KES 800,000 loan early with interest only accruing up to the repayment date, Jafari demanded KES 1,175,680.50, charging KES 391,893.50 in interest for just four days, and refused to provide a certified loan statement.	Upon the Authority's intervention, the accused refunded the complainant the excess charges that had been imposed.
204.	Pauline Nganga v Fourth Generation Capital	Financial	The complainant alleged that the accused charged her interest rates which were excessive and that kept escalating.	The complainant failed to provide evidentiary information despite several reminders.
205.	Derek Mwenesi vs Monax Shelters Company	Real Estate	The complainant alleged that a refund of KES 20,000 was sent to Monax Shelters Company Limited. However, Monax Shelters Company Limited changed its name to Fahari Homes Kenya raising a dispute regarding which of the two companies should provide the refund.	The complainant was advised to lodge the matter in the Small Claims Court and the case was closed.
206.	Bashir Ali vs East Africa Motors Limited	Wholesale & Retail	The complainant alleged that East Africa Motors Limited failed to deliver the motor vehicle for which he had paid over KES 1.8 million. He further claimed that the company subsequently disconnected its mobile contact, making it difficult for him to obtain updates on the matter	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
207.	Caroline Murigu vs Azura Credit Limited	Financial	The complainant alleged that Azura Credit Limited's debt collection agents harassed, threatened and used abusive language against the complainant.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
208.	George Kioko vs unnamed party	Financial	The complainant alleged that the holder of mobile number 0107420963 fraudulently obtained KES 3,905 from him during an fraudulent transfer of funds from his Equity account to mobile number +254735208506. The complainant's prayer was that the individual should face charges for engaging in the fraudulent conduct.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
209.	Daniel Wahome vs CAL Global Travel Agency	Professional Services	The complainant alleged that they paid CAL Global Travel Agency KES 180,000.00 to secure employment in Dubai. However, upon arrival in Dubai, the promised job was not available and the agent representing CAL Global Travel became unreachable on phone.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
210.	Joy Fridah vs Sharon's Furniture & Cosmas Kipruto	Retail	The complainant who resides in in Germany alleged that she was defrauded by person who are based in Kenya.	The complainant was advised to lodge the matter with interpol through their local police as this relates to criminality which does not fall within the Authority's mandate.The case was closed.
211.	Joyce Mbugua vs M-Cash	Financial	The complainant alleged that his contacts received messages from MCash despite him repaying the loan in full.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
212.	Naomi Lutukai vs Azura K-Credit	Financial	The complainant alleged that Azura K- Credit's officials harassed him due to a default in payment of a loan.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
213.	Neville Ogaro vs Carrefour Hyper Market Monrovia Street branch	Retail	The complainant alleged that their rights to dignity and privacy were violated through an intrusive and unreasonable search, during which Carrefour staff required them to remove all their clothing.	The complainant was advised to lodge the matter with the High Court of Kenya and the case was closed.
214.	Viviane Shee vs Trade Nest Company	Retail	The complainant alleged that they paid KES 15,000 to Trade Nest Company for the purchase of two items, but the company later demanded an additional KES 50,000 before the items could be released.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
215.	Amos Mititi vs East Africa Motors Limited	Wholesale and Retail	The complainant alleged that East Africa Motors Limited failed to deliver the vehicle despite the complainant paying 80% of the purchase price upfront. Additionally, the complainant's calls, emails, and a lawyer's demand letter went unanswered by the accused.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
216.	Bundi Michael vs Pampers	Retail	The complainant alleged that their child experienced skin irritation after using a Pampers product. Additionally, they allege that raising the issue with Pampers has not solicited any response.	The complainant was advised to lodge the matter with the Kenya Bureau of Standards and the case was closed.
217.	Caroline Kariuki vs Zuri Cash	Financial	The complainant alleged that they are experiencing ongoing harassment by Zuri Cash officials, including intimidation related to their employment. Additionally, they allege that these officials have reached out to individuals on their contact list.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed
218.	Erastus Marugu vs Kenya Power Lighting Company	Energy & Petroleum	The complainant alleged that Kenya Power and Lighting Company disconnected electricity at Gracious Apartments on the 15th and 16th of November, 2024, citing non-payment of bills yet all outstanding bills had been cleared.	The complainant was advised to lodge the matter with the Energy and Petroleum Regulatory Authority and the case was closed.
219.	Fanuel Anyul Otieno vs Jane Nyaboke	Real Estate	The complainant alleged that Jane Nyaboke failed to refund a total of KES 48,933, which comprised a deposit amount and refundable rent for November 2024. She also added that Jane Nyaboke's house was unfit for human habitation, amounting to an infringement of their rights.	The complainant was advised to lodge the matter with the Rent Restriction Tribunal and the case was closed.
220.	Gabriel Gachema vs Hii Styles	E-commerce	The complainant alleged that they are seeking a refund of KES 4,650 from www.hii-style.com after placing an order on the website with the expectation that the product would be delivered within five working days. However, the product was not delivered as promised, and the accused failed to issue a refund.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
221.	Joshua Maiyo vs Hii Styles	E-commerce	The complainant alleged that the seller delayed the delivery of their order, failed to refund the money after the order was cancelled and did not provide any communication regarding the refund request.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
222.	Jason Kamweru vs Safaricom	Telecommunication	The complainant alleged that they have been experiencing unstable network connections since 6th November, 2024. Safaricom did not inform them of the internet service disruption and failed to respond to their calls.	The complainant was advised to lodge the matter with the Communication Authority of Kenya and the case was closed.
223.	J.K vs Sofa Bet	Betting & Gaming	The complainant alleged that Sofa Bet failed to pay them after winning a bet.	The complainant was advised to lodge the matter with the Betting Control and Licensing Board and the case was closed.
224.	Joyce Mwende vs Auto Weichai Garage	Automotive	The complainant alleged that Auto Weichai Garage failed to repair her vehicle despite receiving payment.	The complainant was advised to lodge the matter with the Magistrates' Court and the case was closed.
225.	Lee Ngugi vs Safaricom PLC	Telecommunications	The complainant alleged that Safaricom did not adequately addressed is inquiries regarding the post-pay exit processes, despite repeated documented requests for clarification.	The complainant was advised to lodge the matter with the Communications Authority of Kenya and the case was closed.
226.	Matthew vs Ipesa & Insta Cash, ZK Pesa, Hela Sasa and Ocean Plus	Finance	The complainant alleged that officials of Ipesa, KeCredit, Insta Cash, ZK Pesa, Hela Sasa and Ocean Plus harassed him regarding loans that were not serviced when due. In addition, Insta Cash created a WhatsApp group comprising individuals from his contact list to facilitate repayment.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
227.	Moran Driving School vs Illmuran and Murrani Driving School	Transport	The complainant alleged that Illmuran Driving School and Murrani Driving School falsely advertised, posing as agents of their client, Moran Driving School.	The complainant was advised to lodge the matter with the Industrial Property Tribunal and the case was closed.
228.	N.S vs unnamed party	Finance	The complainant alleged that an official of a loan app was harassing him regarding a loan that his friend failed to repay.	The complainant was advised to lodge the matter with the Office of the Data Protection Commissioner and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
229.	Paulina Mungai vs Corporate Insurance	Insurance	The complainant alleged that Corporate Insurance failed to honour the full payment, resulting in the garage withholding their vehicle.	The complainant was advised to lodge the matter with the Insurance Regulatory Authority and the case was closed.
230.	Peter Mwangize vs Hybrid Auto Garage	Automotive	The complainant alleged that Hybrid Auto Garage failed to repair his motor vehicle and held it as collateral for an alleged unpaid repair charges by Kenya Orient Insurance.	The complainant was advised to lodge the matter with the Insurance Regulatory Authority and the case was closed.
231.	P.O vs Ipesa and Whitepath Company	Finance	The complainant alleged that Ipesa and Whitepath Company harassed him over a loan that he acquired. The amount disbursed was only KES 3,000, yet upon the loan falling due, accused demanded KES 6,000.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
232.	S. O v Zuri Kash Loan App	Finance	The complainant alleged harassment by Zuri Kash Loan app including threats to report to their contact list.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
233.	Thomas Kabugane vs Guardian Coach	Transport	The complainant alleged that Guardian Coach picked him up four hours late without providing any reasons for the delay. As a result, he arrived later than expected and was unable to rest effectively.	The complainant was advised to lodge the matter with the Small Claims Court and the case was closed.
234.	Andrew Wabuyekha vs Airtel Kenya	Telecommunica-tion	The complainant alleged that the services provided by Airtel Kenya were not efficient.	The complainant was advised to lodge the matter with the Communications Authority of Kenya and the case was closed.
235.	Daud Bishar complaint against increased cost of transport	Transport	The complainant alleged that there was a rise in transport costs in spite of lower fuel prices.	The complainant was advised to lodge the matter with the National Transport and Safety Authority and the case was closed.
236.	David Monyancha vs Simba Cement	Retail	The complainant alleged that he made a purchase of cement through Simba Cement website. However, he came to realise that the website was not the official one of Simba Cement and this fraudulent.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
237.	G.K vs ZK & True Pesa	Finance	The complainant alleged that the money lending applications harassed him in an unconscionable conduct.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed
238.	G.M v Azura Credit	Finance	The complainant alleged that Azura Credit engaged in an unconscionable conduct by harassing him before his employer.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
239.	Irene Kiende vs Felicity Solar Technology Limited	Retail	The complainant alleged that Felicity Solar Technology Limited failed to issue her with a receipt after purchasing eight pieces of 8KVA 48V Inverter (8KW).	The complainant was advised to address her complaints directly with the supplier before escalating them to the Authority. If the supplier failed to resolve the issue, they were advised to lodge the matter with the Kenya Revenue Authority and the case was closed.
240.	Joseph Thumbi vs Overridge Hardware	Retail	The complainant alleged fraud as Overridge Hardware failed to deliver his goods despite making the requisite payment.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
241.	Joyce Mwangi complaint regarding counterfeit phone	Electronics	The complainant alleged that a phone she purchased in Nairobi CBD was a counterfeit.	The complainant was advised to lodge the matter with the Anti-Counterfeit Authority and the case was closed.
242.	Zawadi Ngara vs People's Choice Awards	Entertainment	The complainant alleged that the organizers of the People's Choice awards collected KES. 1,500 from guests for a scheduled event that did not take place.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
243.	Collins Owino vs Padda Enterprises	Employment and labour	The complainant alleged that Padda Enterprises failed to pay his salary.	The complainant was advised to lodge the matter with the Employment and Labour Relations Court and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
244.	Doreen vs Facebook seller	E-commerce	The complainant alleged that a Facebook seller failed to deliver clothes she ordered online despite making the requisite payment and providing delivery address.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
245.	Geoffrey Mwangi vs VFS Global Pretoria	Finance	The complainant alleged that VFS Global Pretoria failed to finalize the processing of his refund despite completing and submitting all the required refund forms.	The complainant was advised to lodge the matter with the National Consumer Commission, Pretoria and the case was closed.
246.	Hadnet Okbai vs Antony & Zulu IT Services	Telecommunication	The complainant alleged that the two (2) parties failed to deliver the agreed services despite receiving payments.	The complainant was advised to lodge the matter with Interpol through their local police and the case was closed.
247.	Hamdi Adov vs Apex Group Hospital	Healthcare	The complainant alleged that she for a job as a Front Office Secretary at Apex Group Hospital and made a payment of Kes 1000 for a background check as part of their recruitment process, and being promised that she will be refunded, which was not affected.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
248.	Henry vs Saroma Enterprise	Finance	The complainant alleged that Saroma Enterprise harassed him regarding his loan facility.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
249.	Jeff Bosire vs Fingo Africa	Finance	The complainant alleged that Fingo Africa was scamming customers by sending prompts to enter their M-Pesa PIN.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI) and the case was closed.
250.	John Punga vs Dong Bet	Betting & Gaming	The complainant alleged that Dong Bet requested an additional deposit to facilitate payment of winnings totaling KES 104,520.	The complainant was advised to lodge the matter with the Betting Control and Licensing Board and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
251.	Joseph Osiro vs Koposoko	Retail	The complainant alleged that Koposoko failed to deliver a water tank after receiving a deposit payment. Subsequent attempts to communicate were unsuccessful.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
252.	Moha Twahir vs Northrift Shuttle	Transport	The complainant alleged that North Rift Shuttle failed to issue him with a refund as undertaken.	The complainant was advised to lodge the matter with the National Transport and Safety Authority and the case was closed.
253.	Patrick Chege vs unnamed party	Retail	The complaint exhibited aspects of fraud. The matter could not be effectively handled by the Authority.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
254.	Sean Blaschke vs KPLC	Energy	The complainant alleged unconscionable conduct by the accused in setting up a new KPLC account.	The complainant was advised to lodge the matter with the Energy and Petroleum Regulatory Authority and the case was closed.
255.	Aido Arino vs Infinite Tech	Retail	The complainant's allegations involved fraud. The matter could not be effectively handled by the Authority.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
256.	Caleb Oyagi vs Greenline Safaris	Hospitality & Tourism	The complainant alleged that Greenline Safaris failed to issue him with a refund as undertaken.	The complainant was advised to lodge the matter with the Tourism Regulatory Authority and the case was closed.
257.	Faith Kasyoka vs Auto Hub Kenya	Automotive	The complainant alleged fraud by the accused which matter could not be effectively handled by the Authority.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
258.	Jabali vs Texmart	Retail	The complainant alleged that he bought milk from Texmart (Hero Mart), which turned out to be spoiled.	The complainant was advised to lodge the matter with the Kenya Bureau of Standards and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
259.	J.K vs Kashbean	Finance	The complainant alleged that Kashbean harassed his mother and sister after he defaulted on his loan payment.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
260.	Joseph Muchiru vs Airtel	Telecommunication	The complainant alleged an unauthorized withdrawal of KES 270,000 from his Airtel Money account.	The complainant was advised to lodge the matter with the Communications Authority of Kenya and the case was closed.
261.	Judith vs Pearl Homes Airbnb	Hospitality	The complainant alleged false and misleading representation by Pearl Homes Airbnb.	The complainant was advised to lodge the matter with the Tourism Regulatory Authority and the case was closed.
262.	M.M vs Sterling Credit Limited	Finance	The complainant alleged that she received constant harassment from Sterling Credit Limited regarding her loan facility.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
263.	Paul Maina vs Rocketpesa	Finance	The complainant alleged that RocketPesa falsely represented the terms of the loan, resulting in an overcharge of interest contrary to what had been communicated.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
264.	Robert Matano vs Shabiki	Gaming & Betting	The complainant alleged unconscionable conduct by Shabiki.	The complainant was advised to lodge the matter with the Betting Control and Licensing Board and the case was closed.
265.	Samantha Waithaka vs Cashplex	Finance	The complainant alleged that after initiating a withdrawal of KES 42,400 from his Cashplex account, the funds were not deposited into his M-Pesa.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
266.	Samuel Warungu vs Betabase Auctioneers	Insurance	The complainant alleged harassment and threats by Betabase Auctioneers to sell his vehicle in order to recover KES 199,140 owed.	The complainant was advised to lodge the matter with the Insurance Regulatory Authority and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
267.	Samuel Warungu vs Monarch Insurance Company Limited	Insurance	The complainant alleged that Monarch Insurance, with whom he had taken an insurance cover and made payments, refused to make payment on his behalf, claiming they were not informed of the accident.	The complainant was advised to lodge the matter with the Insurance Regulatory Authority and the case was closed.
268.	Shlok Jha vs KPLC	Energy & Petroleum	Complainant alleged unconscionable conduct related to inflation of his electricity bill.	The complainant was advised to lodge the matter with the Energy and Petroleum Regulatory Authority and the case was closed.
269.	Telly Nelly vs Kubwa & Company Advocates	Legal Services	Complainant alleged professional misconduct by Kubwa & Company Advocates.	The complainant was advised to lodge the matter with the Advocates Complaints Commission and the case was closed.
270.	Thereza Machaki vs Flex Computers	E-commerce	Complainant alleged delivery of a faulty computer by a supplier on TikTok.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
271.	William Mutunga vs Trendsevents & Hi Luxe Rides Kenya	Transport	The complainant alleged that the accused parties are not registered with the Registrar of Companies and lack the requisite licenses.	The complainant was advised to lodge the matter with the National Transport and Safety Authority and the case was closed.
272.	W.W vs Kashway & Ipesa	Finance	Complainant alleged harassment by Kashway and iPesa loan providers.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
273.	Benjamin Musyoki vs Quivox Tech Agencies	Human Resource Services	The complainant alleged that Quivox Tech Agencies provided false and misleading information and scammed him KES. 16,200.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
274.	C.K vs Faircash & Truepesa	Finance	The complainant alleged unconscionable conduct by the accused.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
275.	Ephantus Irungu vs Bolt	Transport	The complainant alleged that Bolt suspended his driver account due to a failed verification.	The complainant was advised to lodge the matter with the National Transport and Safety Authority and the case was closed.
276.	E.O vs Metropolitan National Sacco	Finance	The complainant alleged unconscionable conduct by his SACCO.	The complainant was advised to lodge the matter with the Sacco Societies Regulatory Authority and the case was closed.
277.	Faith Mwende vs Unknown Scammer	Finance	The complainant alleged that an online group claimed they would increase his Fuliza loan limit by KES 5,000 and requested an initial payment of KES 675 to facilitate the process. The complainant further alleged that he was asked to make additional payments, totaling KES 3,385, but the group failed to increase the loan limit and subsequently stopped responding to his messages.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
278.	Ojo Opeyemi vs Samuel Obumneme Ugwu	Finance	The complainant alleged unconscionable conduct by the accused.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
279.	Oliver Obure vs Inua Awards	Entertainment	The complainant alleged that Inua Awards provided false and misleading information regarding an event.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
280.	P.M vs Co-operative Bank of Kenya	Finance	The complainant alleged that the accused engaged in an unconscionable conduct against him.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
281.	Stephen Otsyeno vs Guardian Bus Service	Logistics & Courier Services	The complainant alleged that Guardian Bus Service lost his parcel.	The complainant was advised to lodge the matter with the Communications Authority of Kenya and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
282.	A.S vs Mogo Auto Limited	Finance	The complaint alleged unconscionable conduct by Mogo Auto Ltd.	The complainant was advised to lodge the matter with Mogo and to copy the Authority in the correspondence. The case was then closed.
283.	D.L vs Lipa Later Kenya Limited	Financial	The complaint alleged unconscionable conduct by Lipa Later Kenya Limited.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
284.	Dennis Mutua vs Telkom Kenya	Telecommunica-tions	The complaint was against a telecommunications service provider.	The complainant was advised to lodge the matter with the Communications Authority of Kenya and the case was closed.
285.	K.M vs Lendplus	Finance	The complaint alleged unconscionable conduct by a digital credit provider.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
286.	Maina Ram George vs Electronics shop vendor, Mr. Karis	E-commerce	The complainant alleged that the vendor uses advertisements on the online marketplace Jiji to mislead consumers and extract additional payment.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
287.	Matthias Groetsch vs 4x4 Kenya Limited	Transport	Conduct exhibited elements of fraud which fell outside the Authority's mandate.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
288.	WM vs Trendsevents & Hi Luxe Rides Kenya	Transport	The complainant alleged that the car-hire businesses Trendsevents and Hi-Luxé Rides Kenya are not registered with the Registrar of Companies and lack the requisite licenses or permits from the National Transport and Safety Authority. The complainant further alleged that they do not have valid insurance, tax compliance, Public Service Vehicle (PSV) licenses or vehicle inspection certificates.	The complainant was advised to lodge the matter with the National Transport and Safety Authority and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
289.	WW vs Kashway & Ipesa	Financial	The complainant alleged that Kashway and iPesa, loan providers operating through mobile phone applications, have been harassing him and his contacts since she acquired a new SIM card. The complainant wanted to be advised on what to do to protect her and her contacts from such harassment.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
290.	BM vs Quivox Tech Agencies	Retail	The complainant alleged that Quivox Tech Agencies conned him of KES 16,200 and wanted the Authority to assist him recover the amount the stated undertaking.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
291.	CK vs Faircash & Truepesa	Finance	The complainant delayed in making a payment for a loan held with truepesa of KES 24,000/= and the figure within a period of 7 days had been inflated to KES 79,000/= with no justification.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
292.	EI vs Bolt	Transport	The complainant alleged that Bolt suspended his driver account due to a failed verification. Upon visiting their offices at Delta Chambers, he was informed that the suspension was due to logging in from a different device. The complainant further alleged that Bolt later claimed he had lent out his account and has since failed to reinstate it despite his efforts to resolve the matter.	The complainant was advised to lodge the matter with the National Transport and Safety Authority and the case was closed.
293.	EO vs Metropolitan National Sacco	Financial	The complainant wanted the accused, Metropolitan National Sacco, of which he was a member to refund him his shares exceeding KES 600,000 or they be transferred to Caritas Sacco. This is after the sacco being non-responsive.	The complainant was advised to lodge the matter with the Sacco Societies Regulatory Authority and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
294.	FM vs unnamed scammer	Financial	The complainant alleged that an online group claimed they would increase her Fuliza loan limit by KES 5,000 and requested an initial payment of KES 675 to facilitate the process. The complainant further alleged that she was asked to make additional payments, totaling KES 3,385, but the group failed to increase the loan limit and subsequently stopped responding to her messages.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
295.	OO vs Samuel OU	Financial	The complainant mistakenly sent 39,000 Naira to Mr. Samuel Ugwui on Opay account. The money was meant for the complainant's mother's burial. The recipient refused to refund the money.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
296.	OO vs Inua Awards	Entertainment & Events	The complainant alleged that Inua Awards sent him unsolicited emails inviting him to participate as a Mentor of the Decade in East Africa and requested for his M-Pesa number to facilitate a payment of KES 20 per vote. Additionally, they promised that KES 10 would be credited to his account after 7 days and the other KES 10 would be used to support the awards and the ceremony.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
297.	PM vs Co-operative Bank of Kenya	Financial	The complainant alleged that sum of 3.48M was fraudulently from his account without his authorization and sent to other Cooperative bank accounts. Efforts to have the money reversed were futile.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
298.	SO vs Guardian Bus Service	Logistics & Courier Services	The complainant alleged that Guardian Bus Service lost his parcel and wanted the Authority to help recover it.	The complainant was advised to lodge the matter with the Communications Authority of Kenya and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
299.	AN vs Mogo Auto Limited	Financial	The complainant alleged that Mogo Ltd, a vehicle financing company, advised her to surrender her vehicle due to mechanical issues and financial difficulties which would then be sold and thereafter be contacted to receive compensation from the sales proceeds. However, since she surrendered her car, she had not received any communication from Mogo Ltd regarding the status of the vehicle, its sale or received any compensation for its sale.	The complainant was advised to lodge the matter with Mogo and to copy the Authority in the correspondence. The case was then closed.
300.	DL vs Lipa Later Kenya Limited	Financial	The complainant alleged that he entered into a loan agreement with Lipa Later for a product valued at KES 37, 000. He successfully paid KES 16, 000 but in the process, he lost his job thus was unable to repay it. The same was communicated to Lipa Later but the loan continued to accumulate penalties which had inflated to over KES 82,000 by the time of reporting. He wanted the authority to assist to get him delisted.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
301.	DM vs Telkom	Telecommunica-tions	The complainant presented a complaint alleging poor internet connection by the service provider.	The complainant was advised to lodge the matter with the Communications Authority of Kenya and the case was closed.
302.	KM vs Lendplus	Financial	The complainant alleged that LendPlus, a digital credit provider, was charging exorbitant and illegal interest rates of 2.2% per day on loans. He had taken a loan of KES 50, 000 on 31st December 2024 and was expected to pay KES 127, 720 at the time of lodging the complaint. . He felt that such a conduct was unconscionable, exploitative, and in violation of Kenyan lending laws.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
303.	MRG vs Electonics shop vendor, Mr. Karis	Retail	The complainant alleged that the vendor, Karis, uses advertisements on the online marketplace Jiji to deceive clients and extract additional payments from them.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
304.	MG vs 4x4 Kenya Limited	Transport	The complainant alleged that 4x4 Kenya limited, a car hire service, refused to refund him the 1,000 USD deposit after inspection of the car hired	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
305.	MS vs Safaricom	Telecommunica-tions	The complainant alleged that Safaricom had an Okoa Jahazi service that was automatically enabled on all Safaricom sim cards without an opt-in or opt-out option thus limiting consumer choices.	The complainant was advised to lodge the matter with the Communications Authority of Kenya and the case was closed.
306.	PO vs Zenka Digital Limited	Financial	The complainant alleged that Zenka charged interest amounting to KES 30,500 on a loan of KES 50,000 due to late repayment, despite the maximum permissible penalty being KES 26,250 based on a rate of 1.5% per day for 35 days. He contacted the company to justify or waive the excess charge but the matter was not resolved.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
307.	SM vs Mogo Auto Limited	Financial	The complainant had taken a loan facility with Mogo Auto Limited amounting to KES 851,116 with his car as the security. He later on defaulted on his loan repayments and Mogo sold his car to repay the outstanding amount which he alleges to be in the tune of KES 2,184, 084. The loan facility given to the complainant was in US Dollars, terms that Mogo did not disclose and they listed the complainant on CRB without notifying him first.	The complainant was advised to lodge the matter with Mogo and to copy the Authority in the correspondence. The case was then closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
308.	SK vs Brookside Dairy Limited	Retail	The complainant alleged that a packet of Molo Milk purchased from a Brookside Dairy distributor in Thika was of poor quality and contained a strange powder. As a result, the complainant experienced adverse effects, including disorientation and a headache.	The complainant was advised to lodge the matter with the Kenya Bureau of Standards and the case was closed.
309.	TJ vs Michael Owino	Telecommunication	The complainant had accidentally sent KES 5,000 to the wrong mobile phone number. Efforts to reverse the money only got him KES 418 and the recipient had become unresponsive to calls.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
310.	VG vs Terry Wakofula & Nwachiru Kitti	Education	The complainant alleged that they were among eight (8) students who registered and paid for a training initially scheduled for early 2024. The training was cancelled twice and eventually took place in December 2024 but they did not receive the certification or a refund for the flight cancellations. The payments made for the training were also not remitted to the training program provider.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
311.	JM vs unnamed company	Agricultural	The complainant alleged that a company they provided marketing services to, forced them to take on a product to maintain their job and required them to make payments for 30 days. Despite explaining that the product was new to farmers and needed more time to market for increased sales, the company continued to harass them for payments.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
312.	LT vs Brilcom Technologies	Retail	The complainant had just shared the contacts of an alleged illegal ISP company with no further information. The complaint exhibited aspects of fraud and scamming.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
313.	NN vs Fargo Courier	Logistics & Courier Services	The complainant had alleged that the accused, Fargo courier, had damaged an undisclosed parcel from CM to AN and wanted to be compensated for its repair. Due to the delay in the handling of the matter by Fargo courier, the complainant had decided to lodge a complaint with the Communications Authority of Kenya.	The complainant was provided with Communications Authority of Kenya's contacts and the case was closed.
314.	DO vs Raha Premium Unga	Retail	The complainant alleged that several packets of Raha Premium Unga (Kavagara), purchased from Naivas Supermarket (Spur Mall Thika Road), contained live insects and mold despite having the expiry date not having lapsed. The complainant reached out to the staff and provided evidence of the issue, but the matter was not resolved.	The complainant was advised to lodge the matter with the Kenya Bureau of Standards and the case was closed.
315.	DM vs FM	Retail	The complainant alleged that FM failed to deliver four handbags that were to be ordered from Canada, despite receiving payment of KES 2,800. The order was made in January, and the bags were to be delivered on 30th March 2025. However, she failed to deliver the bags and became unresponsive thereafter.	The complainant was advised to lodge the matter with the Small Claims Court and the case was closed.
316.	FM vs unnamed electronics shop	Retail	The complainant alleged that after purchasing a Starlink dish from an electronics shop, they went three months without service. Starlink informed them the failure was due to satellite capacity limits, but the seller insisted the service would work once more satellites were launched.	The complainant was advised to lodge the matter with the Communications Authority of Kenya and the case was closed.
317.	Garth vs Brian Njoroge	Financial	The complainant alleged that they purchased an automated trading software, Gold Miner V1, for $150 from Brian Njoroge, who sent it without any instructions. The initial version (Gold Miner MT5) failed to work, and a later version for MetaTrader 4 also malfunctioned. Despite repeated requests for assistance and a refund, the issue was not resolved.	The complainant was advised to lodge the matter with The Capital Markets Authority and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
318.	MH vs Statehela	Financial	The complainant alleged that Statehela scammed him an amount of KES 547 that was paid to BESTTECH ELECTRONICS. He wanted the Authority to assist him in recovering that amount of money.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
319.	SM vs ADESM Travelling & Car Hire	Transport	The complainant alleged that ADESM Travelling and Car Hire Services, through Mr. Mugaka Kenyanya, breached a 3-month lease agreement for their vehicle by failing to pay lease fees, conducting unauthorized repairs, issuing non-ETR receipts, ignoring communication, and withholding the car, resulting in financial loss and loan penalties.	The complainant was advised to lodge the matter with the Small Claims Court and the case was closed.
320.	VA vs Apex Collections Africa	Financial	The complainant alleged that Apex Collections Africa, acting for Timiza (Absa Bank Kenya PLC), used harassment and unfair debt recovery tactics despite a proposed repayment plan. They sent threatening messages, including references to the complainant's workplace.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
321.	Anonymous complainant vs Kenya Power	Energy and Petroleum	The complainant alleged that Kenya Power mishandles skilled casual workers by failing to provide official identification or uniforms, which undermines service quality and exposes customers to fraud risks. Additionally, the absence of contracts and whistleblowing channels leaves these workers vulnerable to unethical treatment and excludes them from formal reporting and accountability systems.	The complainant was advised to lodge the matter with the Energy and Petroleum Regulatory Authority and the case was closed.
322.	FG vs Kingdom Bank Kenya	Financial	The complainant alleged that Kingdom Bank Kenya charged him an interest of KES 16,913 instead of KES 9,300 which resulted in his loan falling in arrears. They then listed him on CRB which ruined his credit score.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
323.	PM vs Kingdom Bank Kenya	Financial	The complainant alleged that Kingdom Bank delayed the processing of her loan by over a month and withheld KES 57,000 without any communication or explanation.	The complainant was advised to lodge the matter with the Central Bank of Kenya and the case was closed.
324.	PK vs Magongo Motor Investment	Retail	The complainant alleged that Magongo Motor Investment failed to deliver an engine despite receiving his payment of KES 58,000 and became unresponsive thereafter.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations and the case was closed.
325.	PNM vs Britam Insurance	Insurance	The complainant alleged that he took an insurance policy on 8th May, 2009 with Britam, where he was required to pay monthly instalments of Kshs. 11,137.37 for fifteen (15) years as per the policy schedule. That is, the policy was to lapse on 8th May, 2024. The initial understanding was that on the eleventh year, he would start getting yearly bonuses for the remaining four years, and on maturity, he would get all premium paid plus all years' bonuses. To his shock, he was paid only Kshs. 1,221,491.65 instead of the anticipated 2,004,660 plus all the years' bonuses.	The matter was forwaded to IRA on 6th January, 2025 and the case closed.
326.	TMW Vs ICE World Kenya	Retail	The Complainant alleged the accused (ICE World Kenya) charged her KES 20,000 for repair of faulty machine sold by themselves which were still under warranty.	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the DCI
327.	MW v Vesta App	Financial	The Complainant alleged the accused charged him high interest rates, used threatening calls and messages. The complainant did not provide any further information despite email reminders.	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the CBK
328.	PM vs Wooden App Loan	Financial	The Complainant alleged accused sent her very abusive and disrespectful messages alongside threatening calls for a loan that was in arrears.	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the CBK

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
329.	WO Vs ENA Coach	Logistics & Courier Services	The complainant had sent an undisclosed parcel through ENA Coach that he alleged was urgent but was not delivered in time.	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the CA
330.	FOO Vs Spar Capital Ltd	Financial	The complainant alleged that he applied for a loan with Spar Capital Ltd for which he paid an application fee of KES 1500 that was not refunded after the loan application was declined.	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the DCI
331.	Nicholas Kirui Vs Kingdom Bank	Financial	The Complainant alleged that he made an application for a loan with Kingdom Bank who however declined to offer him the loan after he pursued his clearance with CRB which had a cost implication.	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the CBK
332.	Simon Gichuki Vs Trident Insurance	Insurance	The Complainant alleged that hea ahd a policy with Trident and he incurred towing fees of KES 30,000 which he claimed from Trident but Trident failed to honor the refund claim.	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the IRA
333.	Rose Okuto Vs Sylivia, Lilian &Teresa	Ecommerce	The Complainant alleged to have made a payment for undisclosed item from the accused who vanished after receiving payment.	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the DCI
334.	Lil Xyphe Vs UNFAIR PRICE OF A TV	Retail	The Complainant alleged to have made a payment for a Tv from the accused. The accused exaggerated the price and further failed to disclose their location for collection and later became unresponsive.	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the DCI
335.	Angela Mwandarani Vs Uber	Transport	The Complainant alleged she was charged for a ride and failing to offer the service by the accused	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the NTSA
336.	John Misira Vs Safaricom	Communication	The Complainant alleged that Safaricom registered 3 sim cards with his national Identification number by the safaricom without his knowledge. He only learnt about it after checking on USSD.a	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the DCI

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
337.	Cecilia Wambui Vs KPLC	Energy	The Complainant alleged the accused disconnected electricity claiming it was an illegal connection yet the connection had been done by KPLC officials.	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the EPRA
338.	Nakili Fitzwanga Vs safaricom Ltd	Communication	The Complainant alleged that the accused supplied an internet speed of 8mbps and sometimes even lower yet had been promised a speed of 15 Mbps which had been paid for.	The matter was determined not to fall under the Act and the complainant was advised to pursue this matter with the CA
339.	Yvonne Maina vs Lymack Suites & Gardens	Accommodation and Food Services	The complainant alleged that she booked a room for two weeks and made full payment of KES. 132,300, but she cancelled the booking due to the protests in Kenya. Upon requesting for a refund, the accused took longer than expected to refund the amount. During the investigation process, the complainant was refunded which he confirmed on email.	The complainant was refunded and the matter closed
340.	Annie Claude Roy vs Kenya Airways	Transportation	The Complainant alleged that her Kenya Airways flight from New York to Nairobi on 9th July 2024 was delayed from 1:45 p.m. to 5:40 p.m., causing her to miss her connecting flight to Kisumu. She sought a refund of KES 8,695 for the postponed Kisumu flight.	The complainant was advised to pursue the matter with the Kenya Civil Aviation Authority.
341.	Henry Otieno vs Eagl Web E-commerce	Retail	The complainant alleged that after earning KES 100,000 on an online gaming platform and receiving withdrawal approval, the funds were never transferred to his account. Despite repeated follow-ups with Eagle Web E-commerce, he received no resolution and sought compensation of KES 100,000 from the Authority.	The complainant was advised to pursue the matter with the Betting Control and Licensing Board.
342.	Lucy Miruka And Qatar Airways	Trasportation	The complainant alleged that the Airline denied her to board a flight on ground that she did not have a Visa, and further refunded her only $473 of the total ticket cost instead of the total amount at $ 828.30.	The complainant was advised to pursue the matter with the Kenya Civil Aviation Authority.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
343.	Meritta Maunda-First Assurance Company Limited	Financial	The party was requesting for guidance on the procedure to be followed by a company in creation and approval of a customer loyalty program.	The complainant was advised his inquiry did not lie within the mandate of the Authority, hence the matter was closed.
344.	Sylivi Gathoni vs Know Know Cash	Financial	The complainant acquired a loan from Know Know Cash with a condition to repay it at a later date. She however failed to settle the loan, forcing Know Know Cash to send her threatening messages.	The complainant was advised to pursue the matter with the Central Bank of Kenya.
345.	Timothy Keya vs Felix and Rajesh Kumar	Transport and storage	The complainant alleged that after paying a KES 40,000 deposit to Rajesh Kumar for a shipping container referred by Felix via a Facebook advert, Rajesh became unreachable. He sought compensation for the lost deposit.	The complainat was advised to raise the matter with the DCI
346.	Irene Mukomugaa vs Azura Credit Limited and Cesure Tech Limited	Financial	The complainant alleged that Azura Credit Limited threatened to send a demand letter to her employer over a loan default, and Ceres Tech Limited directly contacted her employer demanding repayment. She sought the Authority's intervention in the matter.	The complainant was advised to seek recourse at the Central Bank of Kenya.
347.	Joshua Waweru vs Lendplus	Financial	The Complainant alleged that he received threatening messages from Lendplus over a loan that he claims to have had cleared on diverse dates of 22nd March and 23rd March, 2024.	The Complainant was advised to pursue the matter with the Central Bank of Kenya
348.	Brent Kibet v Southrift Shuttle Courier Services	Transportation	The complainant transported a package via Southrift Shuttle on 23rd July 2024. The package was not received by 25th July 2024, prompting the complainant to seek the Authority's intervention.	The complainant was advised to lodge the matter with the Communications Authority of Kenya (CA) and the National Transport and Safety Authority (NTSA), being the regulatory bodies responsible for oversight of courier services and public transportation respectively..

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
349.	Cresent Spring Technologies v Samwel Karanja	Financial	The complainant alleged that Samuel Karanja borrowed KES 16,000 for business expansion under a signed loan agreement dated 20th May 2024, with repayment due by the end of May 2024. The accused failed to repay the loan as agreed and subsequently became unresponsive.	The complainant was advised to seek redress through the Small Claims Court, being the appropriate forum for resolving disputes involving loan recoveries of this nature.
350.	Eve eve Vs Azura Credit Ltd - operating as 'Fair cash '' and ''Truepesa''	Financial	The complainant alleged that Azuri Credit, operating as 'Fair Cash' and 'Truepesa,' infringed borrowers' personal privacy rights by sending fraudulent emails to their employers. Additionally, the complainant claimed that the companies engaged in harassment and misleading practices in loan collection efforts.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK) regarding the conduct of the lender, and with the Office of the Data Protection Commissioner (ODPC) concerning the breach of data privacy.
351.	Monicah Mubassu Vs Truepesa	Financial	The complainant alleged that Truepesa and its agents harassed her concerning a loan by sending multiple threatening messages and contacting her employer.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK) regarding the lender's conduct, and with the Office of the Data Protection Commissioner (ODPC) concerning the alleged breach of data privacy.
352.	Agnes Koech Vs Flexi cash	Financial	The complainant alleged that Flexi Cash persistently called and verbally harassed her regarding a loan taken by an unknown individual who had erroneously listed her as a guarantor. Despite clarifying that she had no association with the borrower, the harassment continued.	The complainant was advised to lodge the matter with CBK on the conduct by the lender and, to the Office of the Data Protection Commissioner (ODPC), on the on the issue of breach of data privacy
353.	Eva Wanjiru vs Development Africa Ltd	Housing	The complainant alleged that the landlord denied her house deposit despite giving out one-month notice.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK) concerning the lender's conduct, and with the Office of the Data Protection Commissioner (ODPC) regarding the alleged breach of data privacy.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
354.	David Karani vs Instarcash & Truepesa	Financial	The complainant alleged that Instarcash and Truepesa employed abusive debt collection tactics, including harassment through WhatsApp, text messages, and calls from anonymous numbers directed at him and his supervisors. He further claimed that the lenders shared his personal data with third parties without his consent.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK) regarding the lender's conduct, and with the Office of the Data Protection Commissioner (ODPC) concerning the alleged breach of data privacy.
355.	Mr Omoro v 888starz bet Kenya	Betting	The complainant alleged that he won a bet on 888starz Bet Kenya but was unable to receive his winnings.	The complainant was advised to lodge the matter with the Betting Control and Licensing Board (BCLB), being the regulatory authority responsible for overseeing betting activities in Kenya.
356.	Oscar Mugambi Murithi Vs Zenka	Financial	The complainant alleged that Zenka engaged in unfair and inflexible lending practices. Specifically, he stated that he mistakenly applied for a loan of KES 25,000 via the Zenka mobile application, and upon promptly notifying the lender of the error, he was informed that the disbursed amount could not be reversed under any circumstance.	The complainant was advised to seek recourse from the Central Bank of Kenya regarding the lender's conduct.
357.	Joel Kamande Gitau Vs Amica Bank (Formerly Murata Sacco)	Financial	The complainant alleged that the Sacco had committed to supporting a pili pili hoho farming project, including provision of inputs and market access. However, the Sacco reportedly withdrew its support a month before transplanting and became unresponsive. The complainant further claimed that despite the lack of support, the Sacco listed him with the Credit Reference Bureau (CRB) and is now demanding repayment of KES 45,000 as a loan.	The complainant was advised to pursue the matter with the Directorate of Criminal Investigations (DCI), as the complaint contained elements suggestive of fraudulent conduct.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
358.	Martin Waithira Vs Vesta App	Financial	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK) regarding the lender's conduct, and with the Office of the Data Protection Commissioner (ODPC) concerning the threatening messages and potential data privacy breaches.	The complainant was advised to lodge the complaint with the Central Bank of Kenya.
359.	Paul Otieno Vs Lendplus	Financial	The complainant acquired a loan from Lendplus on 21st June 2024, with a repayment due date of 21st July 2024. Upon being unable to repay the loan within the stipulated period, the complainant committed to settle the debt at a later date. However, within 14 days, the loan amount escalated from KES 7,000 to KES 15,600. The complainant sought the Authority's intervention regarding the matter.	The complainant was advised to lodge the complaint with the Central Bank of Kenya for appropriate redress regarding the conduct of the lender.
360.	Shadrack Oguta v Milestone-Gaming Kenya	Entertainmnet-Betting	The complainant alleged that on 2nd August 2024, Milestone-Gaming SportPesa misrepresented "Club Brugge" as "Club Brugge U23," which led him to place a bet based on incorrect information. Although the company later corrected the error on the result slips, he sought the Authority's intervention in the matter. The complainant was advised to lodge the complaint with the Betting Control and Licensing Board.	The complainant was advised to lodge the matter with the Betting Control and Licensing Board
361.	Albert Kimutai v ABSA Bank	Financial	The complainant alleged that the ABSA Bank USSD payment service (*224#) caused challenges and led to exorbitant SMS charges. Despite raising the issue with the bank, no assistance was provided. The complainant sought recovery of any losses incurred	The complainant was advised to pursue the matter with the Central Bank of Kenya.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
362.	Baron Gwiyo vs Ken	Retail	The complainant alleged that he purchased furniture worth KES 10,000 but it was not delivered. The accused could not be traced physically and further became unresponsive. The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI)..	The complainant was advised to lodge the complaint with the Directorate of Criminal Investigations (DCI).
363.	Kelvin Mwaura Vs Flexi cash- White path Company Limited	Financial Services	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK) regarding the conduct of the lender, and with the Office of the Data Protection Commissioner (ODPC) concerning the alleged harassment and breach of data privacy.	The complainant was advised to lodge/ pursue the matter with the Central Bank of Kenya.
364.	Tobias Abongo v Fargo Courier Kisumu Town	Transportation and Communication	The complainant alleged that he sent a parcel via Fargo Courier Kisumu Town at KES 400 from Kisumu to Rongo. He was later asked to pay an additional KES 300. As a result, he opted to transport the parcel through an alternative means and requested a refund of KES 400 from Fargo Courier Kisumu Town, which was declined.	The complainant was advised to pursue the matter with the Communications Authority of Kenya for appropriate redress.
365.	Vanessa Akinyi v Fashion Street Kenya	Retail	The complainant alleged that she purchased items via a TikTok page named "Fashion Street Kenya", paying KES 900 inclusive of delivery fees. However, the items were not delivered as promised. She sought the Authority's intervention for a refund of the KES 900.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI).
366.	John Kariuki v True Pesa	Financial	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK) regarding the conduct by the lender, and with the Office of the Data Protection Commissioner (ODPC) concerning the breach of data privacy.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK) and the Office of the Data Protection Commissioner (ODPC).

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
367.	Sharon Evah v Azura Credit, Ke Credit and Truepesa	Financial	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK) regarding the lenders' conduct, and with the Office of the Data Protection Commissioner (ODPC) on the issue of breach of data privacy and harassment.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK) regarding the lenders' conduct, and to continue pursuing the matter with the Office of the Data Protection Commissioner (ODPC) on issues relating to breach of data privacy and harassment.
368.	Godfrey Augo Vs Kilimall Kenya	Wholesale and retail	The complainant was advised to pursue the matter directly with Kilimall through its supplier dispute resolution channels, and, if unresolved, to seek redress before the Small Claims Court or any other appropriate legal forum.	The complainant was advised that the matter does not fall within the jurisdiction of the Competition Act, pursuant to Section 2 of the Act, and was accordingly closed.
369.	Kenneth Gachengo v Azura Credit t/a Truepesa	Financial	The complainant alleged that Truepesa sent emails to his employer concerning a loan he had obtained, without his knowledge or consent, despite having serviced the loan in accordance with the agreed terms. He claimed that this action jeopardized his position at the company.	The complainant was advised to pursue the matter with the Central Bank of Kenya.
370.	Christine Kilungya v KeCredit	Financial	The complainant alleged that she obtained a loan from KeCredit, which was due on 29th August 2024. However, on 27th August 2024, she began receiving threatening and abusive messages from KeCredit concerning the loan.	The complainant was advised to pursue redress through the Central Bank of Kenya.
371.	Amos Ngome v Betika	Betting	The complainant alleged that Betika withheld his withdrawal request for a ticket he had placed on matches scheduled to begin in two hours, without providing any justification for the denial.	The complainant was advised to pursue the matter with the Betting Control and Licensing Board.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
372.	Derek Mwenesi v Monax Shelters Company Limited	Real Estate	The complainant alleged that after paying a deposit of KES 20,000 to Monax Shelters (now operating as Fahari Homes Kenya) for the purchase of two plots, he later requested a refund after identifying more favorable payment terms from a different provider. However, the company declined to refund the amount without providing any reasonable justification.	The complainant was advised to pursue redress at the Small Claims Court.
373.	Rashid v Koposoko	E-commerce	The complainant alleged that he ordered a MacBook M1 from Koposoko and paid KES 56,500, but the item was never delivered. He sought the intervention of the Authority to obtain a refund.	The complainant was advised to seek recourse with the Directorate of Criminal Investigations (DCI).
374.	Faith Wainaina vs Carrefour	Retail	The complainant alleged that Majid Al Futtaim trading as "Carrefour" was engaged in price discrimination, noting a discrepancy between the prices listed on their online platform and those charged at physical outlets.	The complainant was advised that the matter did not amount to any notable violations of consumer welfare provisions.
375.	Bilha Mercy Gichomo against kashway, Ipesa and Creditmoja	Financial	The complainant alleged that she had outstanding loans with *Kashway*, *iPesa*, and *Creditmoja*, and had communicated her repayment plans to them via email. However, despite this, the lenders continued to call her repeatedly using private numbers and sent her insulting messages.	The complainant was advised to lodge or pursue the matter with the Central Bank of Kenya (CBK).
376.	Jane Mugambi Vs Kevian Kenya Ltd	Financial	The complainant alleged that she purchased a Pick'n'Peel Red Grape Juice from a supermarket and observed that the packet appeared to contain a foreign object—round in shape, white on one side, and maroon on the other, the maroon side seemingly reflecting the color of the juice.	The complainant was advised to lodge the matter with the Kenya Bureau of Standards (KEBS).

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
377.	David Mushett Vs Reizal Ltd	Education	The complainant alleged that Rezial Ltd was misusing a previously terminated agreement letter to solicit commitment fees from third-party organizations, purportedly for the provision of HBS Online Courses.	The complainant alleged that Rezial Ltd was relying on a previously terminated agreement letter to solicit commitment fees from other organizations under the pretense of offering HBS Online Courses.
378.	Keffa Simiyu Vs Safaricom	Financial	The complainant alleged that upon requesting his M-Pesa statement, he discovered that certain transactions were missing. The statement was subsequently corrected and reissued to him.	Upon the Authority's intervention, Safaricom addressed and resolved the matter.
379.	Jun Zheng against Jastro Travel Agency	Tourism	The complainant alleged that Jastro Travel Agency misrepresented the nature of his tour package by downgrading his hotel booking without offering compensation, merging him with clients who had paid for a 'Budget Tour' despite his payment for a luxury experience, and further delayed in responding to his concerns.	The complainant was advised to lodge or pursue the matter with the Tourism Regulatory Authority (TRA).
380.	Fredric Lutenyi v nfthub.co.ke	Gaming	The complainant alleged that after depositing KES 64,000 on the website nfthub.co.ke and managing to withdraw only KES 2,171, the remaining balance was depleted without any explanation. Upon inquiry, he was informed by customer support that his account had been liquidated.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI) for further investigation and appropriate action.
381.	Neville Odongo Vs Safaricom Plc	Telecommunica-tions	The complainant alleged that she purchased data bundles but received SMS notifications shortly thereafter indicating that the bundles were already depleted. This disruption hindered her ability to continue working at the time. Upon contacting Safaricom for assistance, the customer service agent failed to provide a satisfactory explanation or resolution.	The complainant was advised to lodge or pursue the matter with the Communications Authority of Kenya (CA).

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
382.	Eunice Wanjohi Vs Azura Credit Ltd	Financial	The complainant alleged that Azura Credit employed unfair, abusive and threatening debt collection practices, in contravention of the Central Bank of Kenya (Digital Credit Providers) Regulations, 2022.	The complainant was advised to lodge or pursue the matter with the Central Bank of Kenya (CBK).
383.	Kate Bean v Body Shop Store	Retail	The complainant alleged that she purchased a hairbrush from the Body Shop Store at Kes. 3,950 on 25th August, 2024. Upon discovering that the hairbrush was unsuitable for her daughter's hair, she returned it to the seller. The seller declined to refund the purchase price, stating that the product had no defect.	The complainant was advised to seek redress directly from the seller, and the matter was subsequently closed.
384.	James Mungai v Gadiel Services	Retail	The complainant alleged that they had procured studio services from Gadiel, who had promised several amenities including reliable internet, water supply, and soundproof studios. However, these features were not provided as promised, which the complainant considered misleading to consumers and other potential clients.	The complainant was advised to seek redress through the Small Claims Court.
385.	Geoffrey Omondi Vs Caritas MFB	Financial	The complainant alleged that he had a loan with Caritas Microfinance Bank which fell into arrears. Despite informing Caritas of his financial difficulties and the likelihood of delayed repayment, the institution proceeded to harass him and issued threats to repossess his vehicle.	The complainant was advised to lodge or pursue the matter with the Central Bank of Kenya (CBK).
386.	Collins Mwangi Vs Avechi Online Retailer	Retail	The complainant alleged that he purchased a Redmi Note 13 Pro 5G phone from Avechi, an online retailer, on 9th September 2024. Upon delivery on 10th September 2024, he discovered that the phone could neither power on nor charge, despite being connected to a power source and trying multiple chargers. He suspected the product might be counterfeit but received no redress from the seller.	The complainant was advised to lodge or pursue the matter with the Anti-Counterfeit Authority (ACA).

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
387.	Collins Mwangi Vs Avechi Online Retailer	Retail	The complainant alleged that he purchased a Redmi Note 13 Pro 5G phone from the online retailer Avechi on 9th September 2024, which was delivered on 10th September 2024. However, upon delivery, the device could neither power on nor charge, despite multiple attempts using different power sources and chargers. He suspected that the product might be counterfeit and reported that the seller failed to offer any redress.	The complainant was advised to lodge or pursue the matter with the Anti-Counterfeit Authority (ACA).
388.	G. O. Vs Caritas MFB	Financial	The complainant alleged that Caritas Microfinance Bank had subjected him to harassment and issued threats of repossessing his vehicle, despite his prior communication to the Bank regarding anticipated delays in loan repayments.	The complainant was advised to pursue the matter with the Central Bank of Kenya (CBK), being the appropriate regulatory authority for microfinance institutions.
389.	Collins Mwangi Vs Avechi Online Retailer	Retail	The complainant alleged that he purchased a Redmi Note 13 Pro 5G phone from Avechi, an online retailer, on 9th September 2024. Upon delivery on 10th September 2024, he reportedly discovered that the device could neither power on nor charge, despite being connected to a power source and attempting to use multiple chargers.	The complainant was advised to escalate the matter to the Anti-Counterfeit Authority (ACA), being the competent agency to address concerns related to counterfeit or substandard products.
390.	J. K. vs Kashway Loan App	Financial	The complainant alleged that he obtained a loan of KES 24,300 from the Kashway Loan App on 3rd August 2024, with a repayment plan requiring three instalments of KES 10,849. Despite settling the loan as agreed, the lender allegedly demanded a fourth instalment. The complainant sought the Authority's intervention in the matter.	The complainant was advised to pursue the matter with the Central Bank of Kenya (CBK), being the appropriate regulatory authority for microfinance institutions.
391.	Shaniz Mboya v Benson Okonyo	Retail	The complainant alleged that she paid KES 85,000 to one Benson Okonyo for the development of a website. However, upon receiving payment, Benson allegedly failed to deliver the agreed service and ceased responding to phone calls and emails.	The complainant was advised to escalate the matter to the Directorate of Criminal Investigations (DCI), being the appropriate agency to handle suspected cases of fraud.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
392.	Lawrence Maruti v Easy Coach	Transportation	The complainant alleged that he made an online booking with Easy Coach for two passengers to travel from Nairobi to Kimilili, paying a total of KES 3,300. However, the following day, he was informed that his name did not appear on the passenger list as the booking details could not be retrieved. Consequently, he initiated a refund request, but his emails and calls to the company allegedly went unanswered.	The complainant was advised to lodge the matter with the National Transport and Safety Authority (NTSA), being the competent agency to address grievances related to public transport services.
393.	Mohammed Abdi v UIP Real Estate	Real Estate	The complainant alleged that he entered into a sale agreement with UIP Real Estate for the purchase of land in Malindi, for which he paid KES 100,000. He later discovered that the contractual terms differed from those advertised in the company's brochure. As a result, he sought a refund of the KES 100,000 paid.	The complainant was advised to pursue the matter at the Small Claims Court, being the appropriate forum for resolving such contractual disputes.
394.	Faith Zuma Vs Carl Carl	Retail	The complainant alleged that she purchased Oraimo bulbs from Carl Care which later malfunctioned. Despite returning the items and making several follow-ups, she reportedly did not receive any replacements.	The complainant was advised to pursue the matter with the Kenya Bureau of Standards (KEBS) and/or the Anti-Counterfeit Authority (ACA), as the issues raised pertained to product quality and possible counterfeit concerns.
395.	Soniya Yadav v Bongo International Travel	Tourism	The complainant lodged the complaint on behalf of a colleague, Mr. Sachin Jain, who had allegedly booked a room through Bongo International Travel, paying USD 775 on 13th September 2024. However, upon arrival, Mr. Jain discovered that the room had not been reserved, necessitating an additional payment for alternative accommodation. His subsequent request for a refund from Bongo International Travel was reportedly not addressed.	The complainant was advised to lodge the matter with the Tourism Regulatory Authority, being the relevant agency for handling complaints related to travel and accommodation services.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
396.	Aisha Siembo Vs Online business	Financial	The complainant alleged the existence of an online entity fraudulently purporting to offer loans under the name "Branch Microfinance Bank Limited, trading as Joywo Women," and engaging in deceptive practices to defraud unsuspecting individuals.	The complainant was advised to pursue the matter with the Directorate of Criminal Investigations (DCI), as the allegations involved potential criminal elements.
397.	D. K. vs Fair Cash Loan App	Financial	The complainant alleged that after defaulting on a KES 30,300 loan obtained from the Fair Cash Loan App, the lender unlawfully disclosed his loan status to his employer and unilaterally increased the loan amount to KES 46,662. He subsequently sought the Authority's intervention in the matter.	The complainant was advised to pursue the matter with the Central Bank of Kenya and the Office of the Data Protection Commissioner, as the issues raised touched on financial regulation and potential breaches of data privacy.
398.	Nusaiba Salim v Sandy	Online	The complainant alleged that an individual operating under the name Sandy was running a fraudulent website. He requested the Authority to investigate the matter.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), being the competent agency to investigate suspected online fraud.
399.	J. M. Vs Ke. Credit/Fairkash/ Truepesa	Financial	The complainant alleged that Ke Credit/Fairkash/Truepesa persistently harassed him despite having made partial loan repayments, subjecting him to aggressive threats and unsolicited communication.	The complainant was advised to pursue the matter with the Central Bank of Kenya (CBK), being the appropriate regulatory authority for microfinance institutions.
400.	Vincent Tero vs 1XBet	Betting	The complainant alleged that he placed a bet on six matches, all of which were correctly predicted. However, the betting company allegedly declined to honour the winnings without providing justification.	The complainant was advised to pursue the matter with the Betting Control and Licensing Board (BCLB), being the regulatory authority mandated to address disputes related to betting activities.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
401.	B. G. vs Znabdeak Agency	Financial	The complainant alleged that he entered into an investment arrangement with Znabdeal Agency, which subsequently failed to honour the agreed terms, resulting in the loss of his funds.	The complainant was advised to lodge the complaint with the Directorate of Criminal Investigations (DCI), as the matter involved potential elements of financial fraud.
402.	James Mbugua vs Unclaimed Insurer	Insurance	The complainant sought guidance on the steps a company should take in the event of an unpaid insurance claim. Specifically, he inquired whether government regulators offer arbitration mechanisms to ensure timely settlement of claims by insurance providers.	The complainant was advised to lodge the matter with the Insurance Regulatory Authority (IRA), being the competent body mandated to handle disputes and regulatory issues in the insurance sector.
403.	Carmela vs Hatchala Chadascha tours Nairobi Kingdiscoverkenia Watamu"	Tourism	The complainant alleged that the individuals in question were involved in fraudulent activities and had issued threats against him and his family after he uncovered their illicit business operations.	The complainant was advised to lodge the complaint with the Directorate of Criminal Investigations (DCI), as the allegations involved threats and suspected criminal activity.
404.	Kapsara Tea Factory Farmers vs KTDA	Tea	The complainant alleged that KTDA Management was poorly managing the Kapsara Tea Factory, and further alleged that KTDA purchased and installed a faulty and unfit withering machine which has led to numerous losses by farmers.	The complainant was advised that the matter lies within the mandate of the Tea Board of Kenya who are established by the Tea Act 2020 and whose mandate pursuant to section 3 of the Tea Act 2020, is to develop, promote and regulate the tea industry. The case was closed.
405.	Timon Rotich Vs Fly 540 Ltd	Aviation	The complainant alleged that Fly 540 Airways cancelled her scheduled flight from Eldoret to Nairobi and failed to refund the KES 5,500 paid for the ticket.	The matter was referred to the Kenya Civil Aviation Authority (KCAA) for appropriate action, and the case was subsequently closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
406.	Ercan Güler vs Restriction and ShadowBan (Airbnb)	Hospitality	The complainant alleged that Airbnb declined to process his payment despite the host having agreed to rent the premises to him. He claimed that this occurred on multiple occasions during his stay in Kenya.	The complainant was advised to pursue redress through the appropriate court of law, being the suitable forum for resolving the matter.
407.	Lizz Ndenga v Beyond Intoch Software Limited	Betting and Gaming	The complainant alleged that she was unable to withdraw funds from her e-wallet and subsequently sought a refund of KES 79,596, being the total amount deposited with Beyond Intoch Software Limited.	The complainant was advised to pursue the matter with the Betting Control and Licensing Board (BCLB), as the issue fell within its regulatory mandate.
408.	Benson Gichuki v Znabdeal Agencies	Retail	The complainant alleged that he paid a total of KES 52,800 to Znabdeal Agencies for affiliate marketing services, which were ultimately not rendered.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as it involved allegations of potential fraud.
409.	George Barasa vs Annies General Hardware	Retail	The complainant alleged that the Adhesive Quick Stick product purchased on 30th September 2024 was of substandard quality. However, the seller declined to issue a refund or replacement, stating that the product had already been opened and used.	The complainant was advised to lodge the matter with the Kenya Bureau of Standards (KEBS), being the competent authority for addressing concerns related to product quality and standards compliance.
410.	Meshack Mate vs Sasa Pay Gateway	Betting Company	The complainant alleged that funds were withdrawn from his M-PESA account without his authorization by the accused individual.	The complainant was advised to lodge the complaint with the Directorate of Criminal Investigations (DCI), as the matter involved alleged unauthorized access and potential fraud.
411.	Maurine Akoth Lalo v Rheal Saccco	Insurance	The complainant alleged that, as a member of Rheal Sacco, she had not received her dividends since 2022. Her efforts to contact Sacco officials were unsuccessful, as the Sacco had reportedly shut down its offices and deactivated its website, thereby hindering access to its representatives. She requested the Authority's intervention in the matter.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as it involved potentially fraudulent activity.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
412.	Moni Makanda vs Payment of services to account that belonged to a Fraudster	Financial	The complainant alleged that he made a payment to the accused for a product that was ultimately not delivered.	The complainant was advised to lodge the complaint with the Directorate of Criminal Investigations (DCI), as the matter involved suspected fraud and non-delivery of goods. The case was closed.
413.	Amkikori vs Zenka Digital Ltd	Financial	The complainant alleged that he borrowed a loan from the accused, but despite making repayments, the outstanding amount continued to increase instead of decreasing.	The complainant was advised to lodge the complaint with the Central Bank of Kenya (CBK), being the regulatory authority overseeing digital lending and financial institutions.
414.	Irvin Bizza v Betika	Betting	The complainant alleged that, as part of the process to deactivate his Betika account, he was requested to submit a copy of his national identification card and a three-month M-PESA statement. Despite providing the required documents, the account was not deactivated. He therefore sought the Authority's intervention in the matter.	The complainant was advised to lodge the matter with the Betting Control and Licensing Board (BCLB), being the mandated regulator for betting and gaming activities in Kenya.
415.	O. O. v Aventus Technologies and LendPlus	Financial	The complainant alleged that he obtained a loan of KES 50,000 from Aventus Technology through their LendPlus mobile application. Prior to the loan's due date, he reportedly received threatening messages from the lender. Upon requesting a one-week extension to repay the loan, he was informed that an additional one-month interest charge of KES 32,000 would be required to facilitate the extension.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), being the regulatory authority responsible for oversight of digital lenders and credit providers.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
416.	Paul Mwita v Morris Muvengei	Retail	The complainant alleged that he purchased a Toyota Rush, registration number KCC 984P, from Mr. Morris Muvengei Musya for KES 417,308 on 14th April 2024. According to the sale agreement, the vehicle was to be registered in his name upon full payment. However, since the date of purchase, he had not received the logbook.	The complainant was advised to lodge the matter with the National Transport and Safety Authority (NTSA) and the Directorate of Criminal Investigations (DCI), as it involved both vehicle registration issues and potential fraudulent conduct.
417.	Ratimo Aduke v Sophies Online	Retail	The complainant alleged that he purchased an Anker power bank from Sophie's Online website on 12th September 2024 for KES 13,579. According to the advertisement on the website, the item was to be delivered within 3 to 4 days from the date of order. However, the product was not delivered within the stated timelines, and his efforts to follow up via calls and emails were unsuccessful.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as it involved suspected fraudulent online transactions and non-delivery of goods.
418.	Bonventure Adiga v Alibaba and Safaricom	Retail	The complainant alleged that he purchased a product from Alibaba on 1st October 2024 for KES 3,415. After reviewing feedback from previous customers, he discovered that the item received by others did not match the product advertised. As a result, he cancelled the order and requested a refund, which was not granted. He further suspected that the platform was engaged in fraudulent practices.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as it involved suspected fraudulent activity in an online transaction.
419.	Ruth Gitahi v an employee of Quickmatt Supermarket	Retail	The complainant alleged that she was verbally insulted by an employee of Quickmart Supermarket.	The complainant was advised to escalate the matter to the management of Quickmart Supermarket and to lodge a formal complaint with the Directorate of Criminal Investigations (DCI), given the nature of the allegations.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
420.	Anthony Kariuki v Iboda Credit	Financial	The complainant alleged that payments made by customers to Iboda Credit were not reflected in the system, resulting in customers being compelled to make excess payments. Additionally, he claimed that number plates were withheld until customers paid at least half the value of the asset. He requested the Authority to investigate the matter.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the allegations involved potential fraudulent practices and possible financial misconduct.
421.	K. K. vs Zenka Loan app	Financial	The complainant alleged that he acquired a loan of KES 15,000 from the Zenka Loan App and had repaid a total of KES 14,950. However, his loan statement reflected an outstanding balance of KES 5,950, which he deemed unreasonably high. Efforts to raise the issue with Zenka Loan App officials were reportedly unsuccessful.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), being the regulatory authority responsible for overseeing digital lenders and addressing related consumer complaints.
422.	Ann Nyaguthi v Homelink Agency	Real Estate	The complainant alleged that Home Link Agency failed to refund KES 25,000, which she had paid as a deposit. The agency had committed to refund the amount upon her vacating the premises, but allegedly failed to honour this commitment after she moved out.	The complainant was advised to lodge the matter with the Rent Restriction Tribunal, being the appropriate forum for addressing disputes related to rental deposits and tenancy agreements.
423.	Lawrence Koros v royalzgcstore.com	Retail	The complainant alleged that he purchased a watch for KES 7,500 from the website royalzgcstore.com on 25th August 2024. The product was advertised as waterproof with extended battery life. However, after charging the device, he noted that the battery was depleting at a rate of 10%. Additionally, his attempts to contact the seller were unsuccessful.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as it involved suspected misrepresentation and non-responsiveness by the online seller.
424.	Wanjala Kirigha v Taren Furniture	Retail	The complainant alleged that he placed an order for a seat holster and paid a deposit of KES 15,000 on 26th October 2024. However, despite several follow-ups, the product was not delivered.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as it involved suspected fraud and non-delivery of goods despite payment.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
425.	E. M. vs Truepesa Loan App	Financial	The complainant alleged that she was harassed by officials of the Truepesa Loan App regarding a loan she had taken. She further claimed that they issued threats to contact individuals in her phonebook, despite the loan not being due for repayment.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), being the regulatory authority responsible for overseeing the conduct of digital lenders.
426.	J. K. vs Zuri Cash Loan App	Financial	The complainant alleged that officials from the Zuri Kash Loan App contacted individuals in his phonebook, informing them of his loan default and urging them to reach out to him, failing which they would be required to repay the loan on his behalf.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), as the issue related to the conduct of a digital lender under its regulatory mandate.
427.	P. O. Vs Zuri cash app held by white path company	Financial	The complainant alleged that Zuri Cash App disbursed only KES 3,900 out of an approved loan of KES 6,000, yet demanded repayment of KES 7,000. He further claimed that the loan amount was being increased daily and that he received threatening calls from various phone numbers.	The complainant was advised to pursue the matter with the Central Bank of Kenya (CBK), being the institution mandated to regulate and address complaints relating to the conduct of digital lenders.
428.	Ezra Korir v Landlord	Real Estate	The complainant alleged that his landlord had committed to refund a deposit of KES 25,000, which he had paid at the commencement of the tenancy. However, the landlord failed to honour this commitment.	The complainant was advised to lodge the matter with the Rent Restriction Tribunal, being the appropriate forum for resolving disputes related to rental deposits and tenancy agreements.
429.	P. M. vs Kenya Women Finance Trust	Financial	The complainant alleged that after acquiring a loan of KES 500,000 at a 12% interest rate from Kenya Women Finance Trust, the institution fraudulently altered the loan agreement and forged his and his wife's signatures to reflect a loan of KES 650,000 at an interest rate of 22%.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the allegations involved suspected forgery and fraudulent alteration of a loan agreement.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
430.	Layman Habbabuka v Momo	Retail	The complainant alleged that he was persuaded to invest in a platform referred to as Momo. However, after successfully making an initial deposit, he was allegedly pressured to deposit an additional KES 500,000 under the threat that his business would be terminated if he failed to do so.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), being the appropriate agency to investigate allegations of extortion and fraudulent investment schemes.
431.	Sonara Law v Afraha Maize Meal	Retail	The complainant alleged that Afraha Maize Millers engaged in false and misleading advertising by claiming their maize was Grade One sifted, whereas it was likely of inferior quality.	The complainant was advised to lodge the matter with the Kenya Bureau of Standards (KEBS), being the authority responsible for enforcing product quality and standards.
432.	Duncun Ojiambo v Trident Insurance Company	Insurance	The complainant alleged that his comprehensive insurance cover with Trident Insurance was downgraded to third-party cover without his consent, following a suspension period recommended by the insurance agent.	The complainant was advised to lodge the matter with the Insurance Regulatory Authority (IRA), being the regulatory body responsible for overseeing insurance providers and addressing consumer complaints.
433.	Charles Siambe vs UBA Loan app	Digital lender	The complainant alleged that he applied for a loan which was not disbursed to him, despite the loan status reflecting that disbursement had been made.	The complainant was advised to lodge the complaint with the Central Bank of Kenya (CBK), being the regulatory authority overseeing loan disbursements and digital lending practices.
434.	James Gatonye vs Safaricom Plc	Telecommunica-tions	The complainant alleged that the accused had consistently overpromised and underdelivered on the data services advertised, thereby providing misleading information to consumers.	The complainant was advised to lodge the complaint with the Communications Authority of Kenya (CA), being the regulatory body responsible for oversight of telecommunications services

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
435.	Sabina Isgandarli vs Scam Website	Retail	The complainant alleged that she purchased products from a website impersonating Miniso. Despite making payments, the products were not delivered.	The complainant was advised to lodge the complaint with the Directorate of Criminal Investigations (DCI), as the matter involved suspected fraudulent online activity.
436.	John Thumbi vs Over Ridge Hardware	Retail	The complainant alleged that he purchased wood skirting from the accused but did not receive the goods despite having made payment.	The complainant was advised to lodge the complaint with the Directorate of Criminal Investigations (DCI), as the matter involved suspected fraud and non-delivery of goods.
437.	Praise Chibunnah vs Elvis	Ecommerce	The complainant alleged that a supplier identified as Elvis promised to deliver unspecified items but failed to do so after receiving a payment of USD 27.	The complainant was advised to pursue the matter with the Directorate of Criminal Investigations (DCI), as the allegations involved potential fraud and non-delivery of goods.
438.	Emmah Isiye v Info Jobs Store	Retail	The complainant alleged that she ordered items worth KES 100,000 from https://inforczuk.com with the expectation of receiving a commission; however, the commission was not paid.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the allegations involved suspected fraudulent activity.
439.	Angela Otieno v Cheptutu	Retail	The complainant alleged that she ordered a clothing item online but did not receive the product. Attempts to contact the seller were unsuccessful, as the seller was unreachable.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), given the suspected fraudulent non-delivery of goods.
440.	Collins Nabalia v Promise Bus Company and Uwezo Sacco Buses	Transport	The complainant alleged that on while travelling from Mombasa to Eldoret, the bus he boarded experienced mechanical failure, compelling him to seek alternative transport. He requested a refund from Promise Bus Company and Uwezo Sacco Buses but did not receive any reimbursement.	The complainant was advised to lodge the matter with the National Transport and Safety Authority (NTSA), being the appropriate agency to handle such grievances.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
441.	Samantha Gachau v Samuel Kamau	Retail	The complainant alleged that she purchased a phone under the impression that it was new. However, the device intermittently froze, and upon confronting the seller, she was informed that the phone was refurbished. The seller subsequently failed to issue a refund or replacement and vacated the business premises.	The complainant was advised to lodge the complaint with the Directorate of Criminal Investigations (DCI), as the matter involved potential consumer fraud and breach of contract.
442.	Jonah Munene v Nike Shop	Retail	The complainant sought a refund of USD 9,536.40, allegedly earned through a platform identified as "Nike," from which he was unable to withdraw the funds. He further expressed concerns that the platform might be fraudulent.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), being the competent agency to investigate suspected fraudulent platforms.
443.	F. M. vs Whitepath Company	Financial	The complainant alleged that Whitepath Company contacted individuals on her phonebook, disclosing details of a loan she had obtained, thereby violating her right to privacy.	The complainant was advised to lodge the matter with the Office of the Data Protection Commissioner (ODPC), being the authority responsible for safeguarding data privacy and addressing related complaints.
444.	M. M. v Abbatech Investments	Financial	The complainant alleged that he obtained a loan of KES 40,000 from Abbatech Investments, secured by his vehicle. Subsequently, he sold the car and directed the buyer to deposit the sale proceeds with Abbatech Investments to offset the loan and remit the remaining balance to him. However, the complainant did not receive the outstanding balance.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the issue involved suspected misappropriation of funds.
445.	Lemmy Kamau v Raphael Wamae	Retail	The complainant alleged that Raphael Wamae engaged in professional misconduct during the repair of his vehicle, which continued to experience mechanical issues shortly after being declared fixed, despite an initial repair timeline of three weeks.	The complainant was advised to lodge the matter with the Small Claims Court, being the appropriate forum for resolving disputes involving consumer services and professional misconduct.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
446.	J. M. vs Aventus Technology Trading as Lendplus	Financial	The complainant alleged that after obtaining a loan of KES 45,000 from LendPlus with a repayment amount of KES 74,700 due in 30 days, the lender reset the loan and imposed a daily interest rate of 2.2%, despite partial repayments, resulting in a rapid escalation of the outstanding debt.	The complainant was advised to lodge the complaint with the Central Bank of Kenya (CBK), being the regulatory authority responsible for oversight of digital lenders and consumer protection in the financial sector.
447.	Kevin Ongunda Otieno v CIC Insurance	Financial	The complainant alleged that despite submitting all requisite documents following a road accident on 8th September 2024, CIC Insurance failed to indemnify him under his comprehensive policy, despite numerous follow-up attempts.	The complainant was advised to lodge the matter with the Insurance Regulatory Authority (IRA), being the competent body responsible for regulation and consumer protection in the insurance sector.
448.	Ann Kimani v Whitepath Limited Company	Financial	The complainant alleged that Whitepath Limited Company threatened to disclose to her family and close associates that she had defaulted on a loan obtained from the company.	The complainant was advised to lodge the matter with both the Office of the Data Protection Commissioner (ODPC) and the Central Bank of Kenya (CBK), as the issues involved data privacy and financial regulatory concerns.
449.	K. M. vs a digital lending app	Financial	The complainant alleged that the digital lending application disclosed his personal information to his employer and contacts without his consent.	The complainant was advised to lodge the matter with the Office of the Data Protection Commissioner (ODPC) and the Central Bank of Kenya (CBK), as the complaint involved breaches of data privacy and financial regulations.
450.	Douglas Okeyo v Mbuli Auctioners	Financial	The complainant alleged that Mbuli Auctioneers threatened to auction his property, which was held as collateral for a loan obtained from Equity Bank.	The complainant was advised to lodge the matter with the appropriate court of law, as it involved contractual and property rights disputes.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
451.	E. M. vs Shylock	Financial	The complainant alleged that he obtained a logbook loan from Shylock at an interest rate of 30%, repayable within six months. He was unable to clear the outstanding balance and sought the intervention of the Authority.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the issue involved potential illegal lending practices and financial misconduct.
452.	Edwin Kimathi vs ABSA Bank	Financial Services	The complainant alleged that ABSA Bank denied him access to funds in his personal account, resulting in the loss of a business opportunity and an inability to meet medical expenses.	The complainant was advised to pursue the matter with the Central Bank of Kenya (CBK), being the regulatory authority responsible for oversight of banking services and consumer protection.
453.	Complaint by Mukai Madvidza on refusal to reverse wrong transaction	Financial Services	The complainant alleged that he mistakenly sent payment to an incorrect paybill number while paying for his Uber ride via M-PESA/NCBA Loop. Although the recipient verbally acknowledged the error, they refused to reverse the transaction amounting to KES 535 when a reversal was requested.	The complainant was advised to pursue the matter with Safaricom Limited, as the responsible entity for M-PESA transaction disputes and customer redress.
454.	Abigael Ogechi vs Syinix	Retail	The complainant alleged that Syinix advertised a promotion whereby the purchase of their ugali cooker would include a smartwatch and other items as gifts. However, upon purchase, the advertised gifts were not provided.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the complaint involved potential deceptive trade practices.
455.	Rachelle Muteti vs Sally ThriftsKE	Retail	The complainant alleged that the accused operated a ***TikTok*** business page under the username @sallythriftske, through which consumers were scammed by purchasing clothes that were never delivered. Additionally, the complainant discovered that the accused had stolen content from a credible business account, @ jessyclothingshop. She claimed to have lost KES 820 paid for clothes that were never received.	The complainant was advised to pursue the matter with the Directorate of Criminal Investigations (DCI), being the appropriate agency to investigate online scams and consumer fraud.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
456.	Ariba Josephat Onyando vs Cicely McDonnell College of Health Sciences	Education	The complainant alleged that he enrolled in a Higher Diploma Course in Peri-operative Nursing. However, upon completion, he was issued a certificate indicating completion of a Diploma course, contrary to the Nursing Council of Kenya's guidelines.	The complainant was advised to pursue the matter with the Nursing Council of Kenya, being the regulatory body responsible for oversight of nursing education and certification.
457.	Jackim Wahome vs Blissvilla Agency	Real Estate	The complainant alleged that while vacating his apartment, an agent from Blissvilla Agency claimed that he had overstayed beyond the agreed date without providing notice and consequently detained his belongings.	The complainant was advised to lodge the matter with the Rent Restriction Tribunal, being the appropriate forum for resolving disputes related to tenancy and landlord-tenant conflicts.
458.	Yvonne Mwangi vs Chania Genesis	Transport	The complainant alleged that she paid Chania Genesis for parcel delivery but did not receive the parcel, as the receiving office claimed it was unable to trace the item.	The complainant was advised to lodge the matter with the Communications Authority of Kenya (CA), being the regulatory body responsible for overseeing courier and communication services.
459.	Anne Melissa vs Fashion Hub	Retail	he complainant alleged that she purchased clothing from a TikTok seller via WhatsApp but did not receive the items after making payment. She further alleged that the seller blocked her communication following the transaction.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the allegations involved suspected online fraud and non-delivery of goods.
460.	Zainab Abubaker v Zain Property Limited	Real Estate	The complainant alleged that Zain Properties failed to transfer the agreement papers and entitlement documents for a property transaction settled three years prior. She stated that she entered into an agreement with Zain Properties in 2022 to purchase two apartments in Eastleigh, made all required payments, but despite numerous follow-ups, the property transfer was never completed.	The complainant was advised to lodge the matter with the High Court of Kenya, being the appropriate forum for resolving disputes related to property ownership and contractual obligations.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
461.	Grace Wainaina vs Yallo Leather	Retail	The complainant alleged that Yallo Leather delivered the incorrect item and failed to issue a refund one month later, despite prior assurances to do so.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the issue involved potential consumer fraud and breach of contract.
462.	G. N. vs Momentum Credit Limited	Financial	The complainant alleged that he obtained a loan of KES 331,000 from Momentum Credit and repaid a total of KES 842,202, which exceeds twice the principal amount. Despite this, Momentum Credit continued to demand further payments and refused to release his collateral—a motor vehicle—which they subsequently repossessed.	As the subject of the complaint was already before the courts, the complainant was advised to pursue the matter through the appropriate judicial processes.
463.	Ehud Rafman vs East Africa Detergents	Retail	The complainant alleged that East Africa Detergents initially assured him of the availability of 2 liters of Formalin Detergent but later claimed that 5 liters was the minimum order quantity. Consequently, he cancelled the order, but despite assurances that a refund would be processed within 21 days, he did not receive the refund even after one month, and his follow-up attempts were ignored.	The complainant was advised to lodge the matter with the local police and Interpol, given the cross-jurisdictional nature of the complaint.
464.	Fatima Elrashid vs Ajmal Online Store	E-commerce	The complainant alleged that she ordered a dress from Ajmal Online Store but did not receive it upon delivery, as delivery arrangements had not been communicated to her in advance. The store owner demanded KES 800 to cover the cost of both deliveries, which the complainant declined to pay. She subsequently requested a refund.	The complainant was advised to pursue the matter in the Small Claims Court, being the appropriate forum for resolving disputes involving consumer transactions and delivery issues.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
465.	Azhan Abdul Aziz vs Okash City Boutique Hotel	Hospitality	The complainant alleged that a toilet at Okash Hotel malfunctioned during his use, attributing the incident to the hotel's negligence in maintenance. He further claimed that he was charged USD 195 for repairs and was threatened with denial of checkout if payment was not made.	The complainant was advised to lodge the matter in the Small Claims Court, being the appropriate forum for resolving disputes related to consumer services and charges.
466.	Jesse Marks vs Sarep Group	Import & Export	The complainant alleged that she entered into a contract with Sarep and paid USD 25,000 for the exportation of gold from Kenya to Dubai. However, two months later, Sarep failed to fulfil the contractual obligations. The complainant subsequently discovered that the woman she was transacting with had a history of involvement in scams and suspected she was being defrauded.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the allegations involved potentially fraudulent activities in international trade.
467.	Mwazighe Kubo vs Airtel	Communication	The complainant alleged that he made an Airtel Money transfer of KES 2,791 to Jumia on 5th May 2025, but Jumia did not receive the funds. Airtel acknowledged a system issue and assured that a refund would be processed by 26th May 2025; however, the refund was not issued.	The complainant was advised to lodge the matter with the Communications Authority of Kenya (CA), being the regulatory body responsible for overseeing mobile money services and consumer protection.
468.	E. E. vs Premier Credit Limited	Financial	The complainant alleged that Premier Credit had been harassing her at her workplace due to a default in loan repayment.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), as the regulator responsible for oversight of credit providers and ensuring fair lending practices.
469.	C. O. vs Ipesa	Financial	The complainant alleged that Ipesa engages in harassment of clients who default on loan repayments through aggressive calls and messages, including threats to notify individuals on the clients' contact lists.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), being the regulatory authority responsible for oversight of lending institutions and consumer protection.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
470.	Mwenda Abraham Marete vs Bora Credit Limited	Financial	The complainant alleged that Bora Credit provided inaccurate information to its customers regarding their loan accounts.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), being the regulatory body overseeing credit providers and ensuring compliance with lending regulations.
471.	Clare Nyachoti v a Support Fund	Education	The complainant alleged that she responded to an online advertisement for a support fund, which she believed to be genuine, and followed all procedures including sending money. She later discovered that the scheme was a scam.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the allegations involved suspected fraudulent schemes.
472.	Doreen Mbaabu v Lameca Nsubuga	Retail	The complainant alleged that she ordered and paid for two dresses from Lameca Nsubuga; however, the items were never delivered.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), given the suspected fraudulent non-delivery of goods.
473.	Marion Akinyi v Fashion Wholesaler	Retail	The complainant alleged that she ordered items via the Fashion Wholesaler's WhatsApp Group, including 10 pairs of Maasai sandals (KES 1,500), a duvet (KES 1,000), a boy's set (KES 700), and a sling bag (KES 400), totaling KES 4,700. She made payment via M-PESA and forwarded the transaction confirmation to the seller. However, after receiving payment, the seller became unreachable. The complainant sought the Authority's assistance in obtaining a refund.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the complaint involved suspected fraudulent transactions and non-delivery of goods.
474.	Steven Deller vs Kenya Airways	Aviation	The complainant alleged that he was denied boarding on a Kenya Airways flight to Tanzania due to the absence of a return ticket.	The complainant was advised to lodge the complaint with the Kenya Civil Aviation Authority (KCAA), being the regulatory body responsible for airline passenger rights and related grievances.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
475.	Lewis Omwando vs Kilimall Ltd	Retail	The complainant alleged that he purchased a mini electric travel shaver; however, upon delivery, he discovered that the product was counterfeit, lacking the brand name advertised on the seller's website.	The complainant was advised to lodge the complaint with the Anti-Counterfeit Authority (ACA), being the agency responsible for enforcement against counterfeit products.
476.	Janice Wanjau vs Raha Fest Ticket	Entertainment	The complainant alleged that she purchased a ticket but was informed at the point of use that the ticket was counterfeit.	The complainant was advised to lodge the complaint with the Anti-Counterfeit Authority (ACA), as the matter involved suspected counterfeit travel documents.
477.	Joyce Wairimu vs Comfort Homes Ltd	Lands	The complainant alleged that she paid a deposit towards the purchase of land but was later informed that the title deeds were not ready. She requested a refund, which has not been forthcoming.	The complainant was advised to lodge the complaint with the Directorate of Criminal Investigations (DCI), as the matter involved potential fraudulent land transactions.
478.	Arshley Dulo v FTLA Kenya	Entertainment	The complainant alleged that she purchased a ticket to attend an event organized by FTLA. Upon arrival, she and other attendees were met with tear gas, creating unsafe conditions. As a result, she did not receive the services paid for, and the event organizers failed to refund the ticket cost.	The complainant was advised to lodge the matter with the Magistrates' Court and the Directorate of Criminal Investigations (DCI), as the issue involved breach of contract and public safety concerns.
479.	Andrae Scott v Lorine Anyango, Coan Adoda and Slyvia Mulongo	Retail	The complainant alleged that Lorine Anyango advertised a product purported to enhance penile growth. He paid a total of USD 219 but did not receive the ordered item. He sought the Authority's intervention to secure a refund.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the complaint involved suspected fraudulent sales and non-delivery of goods.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
480.	F. K. vs Rocket App	Financial Services	The complainant alleged that a digital lender repeatedly called him during late hours from a private number, despite the loan repayment period not yet being due.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the allegations involved potential harassment and violation of consumer rights.
481.	Faith Omarina VS Forged Documents		The complainant alleged that individuals were submitting forged documents to companies to secure employment fraudulently.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the issue involved suspected forgery and fraudulent activities related to employment.
482.	Austine Okongo Vs a fraudulent job offer by Moody Awour		The complainant alleged that he was defrauded of KES 50,000 by Moody Awuor, who promised to secure him employment.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the complaint involved alleged fraud related to employment.
483.	C. W. vs a Loan Collector	Financial Services	The complainant alleged that a loan collector used his photograph on their profile without consent. Despite requesting its removal, the complainant reported that the loan collector responded rudely and refused to comply.	The complainant was advised to lodge the matter with the Office of the Data Protection Commissioner (ODPC), as the issue involved unauthorized use of personal data.
484.	Richard Maina Vs Kilimall Impersonators (Aspeen Emilee)	Retail	The complainant alleged that he was defrauded of KES 120,000 by individuals impersonating Kilimall.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), given the alleged impersonation and fraud.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
485.	B. A. vs Whitepatch Company Limited	Finance	The complainant alleged that Whitepath Company contacted individuals in her phonebook, disclosing details of a loan she had obtained, thereby violating her right to privacy.	The complainant was advised to lodge the matter with the Office of the Data Protection Commissioner (ODPC), being the authority responsible for safeguarding data privacy and addressing related complaints.
486.	Kelvin Kamande v Mawegu Company and Kamugi Agency	Water	The complainant alleged that Mawegu Company and Kamugi Agency charged him exorbitant water bills. Furthermore, both companies failed to replace his faulty water meter despite requests.	The complainant was advised to lodge the matter with the Water Services Regulatory Board (WASREB), being the authority responsible for regulation and oversight of water service providers.
487.	Moran Driving School v llimurani DrivingSchool and Murrani Driving School	Intellectual Property	Moran Driving School alleged that Ilimurani Driving School and Murrani Driving School falsely represented themselves as agents of Moran Driving School.	The complainant was advised to lodge the matter with the Industrial Property Tribunal, being the appropriate forum for resolving disputes relating to intellectual property rights and business representations.
488.	Zipporah Weru vs Wananchi Group	Telecommunica-tions	The complainant alleged that despite timely payment of her monthly subscription, her internet service was disconnected. This occurred despite confirmation of receipt of payment.	The complainant was advised to lodge the complaint with the Communications Authority of Kenya (CA), being the regulatory body responsible for overseeing telecommunications services and consumer protection.
489.	Complaint by Ann Njeri regarding fraud	Financial	The complainant alleged that a financial institution required prospective borrowers to pay a deposit prior to loan approval. However, after payment, the institution became unreachable, raising concerns of fraudulent practices.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the allegations involved suspected fraudulent financial practices. The case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
490.	Complaint by Nicodemus Otamendi regarding fraud	Retail	The complainant alleged that a certain group of people was scamming other neighboring countries especially Ugandans, South Sudanese and taking advantage of their Facebook accounts having an organization called UNICEF promotion.	The complainant was advised to lodge the matter with the Interpol Police of the Country where he is domiciled.
491.	Collins Kipkirui v Emmanuel Cheruiyot	Retail	The complainant alleged that he purchased a laptop from Emmanuel Cheruiyot, who assured him of the device's good working condition and a six-month warranty. However, soon after purchase, the laptop exhibited multiple issues, including freezing, unsolicited opening of multiple windows, and unresponsive keys. Despite the warranty, the seller refused to repair or replace the laptop.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the issue involved suspected consumer fraud and breach of warranty.
492.	Nelson Waweru v Kenya Power and Lightning Company	Energy	The complainant alleged that his electricity bills have been inflated since 2019 without a justifiable cause.	The complainant was advised to lodge the matter with the Energy and Petroleum Regulatory Authority (EPRA), being the regulatory body responsible for oversight of electricity billing and consumer protection.
493.	Complaint by Ezekiel Otieno regarding morning transfer	Telecommunica-tions	The complainant alleged that he transferred funds to his Airtel Money account, but the money did not reflect in his account. Subsequently, he received calls from unknown individuals not listed in his contact list.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the issue involved potential unauthorized access and fraudulent activity related to mobile money transactions.
494.	Musyoka Muthangya vs Boma Mabati	Manufacturing	The complainant alleged that he purchased roofing sheets and nails from Boma Mabati in October 2023, which showed visible signs of rusting by September 2024, less than a year after purchase.	The complainant was advised to lodge the matter with the Kenya Bureau of Standards (KEBS), being the authority responsible for enforcing product quality standards.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
495.	M. R. vs YY Yoga	Health	The complainant alleged that YY Yoga charged him KES 365,000 for 65 yoga sessions but unexpectedly closed the studio without prior notice. Consequently, he did not receive the services paid for, nor was he issued a refund.	The complainant was advised to lodge the matter with the Small Claims Court, being the appropriate forum for resolving disputes related to service delivery and refunds.
496.	M. S vs Afrika Loan	Financial	The complainant alleged that he obtained a loan from Afrika Loan, which he was unable to fully repay. Upon seeking assistance to discuss repayment options, he was allegedly subjected to threats and abusive communication directed at him and his contacts. The lender subsequently initiated legal proceedings, claiming an outstanding balance of KES 45,600.60, but failed to provide a detailed breakdown of the amount claimed.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), being the regulatory authority responsible for oversight of lending institutions and consumer protection.
497.	Sal Abuko vs West Kenya Sugar Company Limited	Agriculture	The complainant alleged that West Kenya Sugar Company may have been providing inaccurate weight measurements, resulting in underpayment for his sugarcane deliveries.	The complainant was advised to lodge the matter with the Kenya Sugar Board, being the regulatory authority responsible for oversight and dispute resolution within the sugar industry.
498.	P. M. vs Lend Plus	Financial	The complainant alleged that Lend Plus imposed exorbitant interest rates. Specifically, his wife was charged KES 5,250 on a KES 15,000 loan repayable within five days. After making a partial repayment, an additional KES 4,000 was imposed due to alleged default.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), being the regulatory authority responsible for overseeing digital lending practices and consumer protection
499.	Trevor Kemoi vs Lipaearn	Financial	The complainant alleged that his withdrawal request of KES 600 was not processed despite fulfilling all requirements. Furthermore, Lipaearn failed to address or resolve the issue.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the complaint involved suspected fraudulent activity and failure to process legitimate withdrawal requests.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
500.	I.M. vs Truepesa	Financial	The complainant alleged that Truepesa harassed him and his contacts for loan repayment six days after disbursement, despite the agreed repayment period being eight days. He further alleged that the interest rate was not clearly indicated in the contract and appeared excessive for such a short loan duration.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), being the regulatory authority responsible for oversight of digital lenders and ensuring compliance with lending practices.
501.	Billy Odero vs Autoperformance Parts East Africa	Automotive	The complainant alleged that Autoperformance Parts East Africa failed to deliver a gearbox despite receiving a deposit payment of KES 70,000. Consequently, he incurred storage fees amounting to KES 172,500 at New Model Auto Garage and was compelled to purchase new parts.	The complainant was advised to lodge the matter in the Small Claims Court, being the appropriate forum for resolving disputes involving non-delivery of goods and related charges.
502.	Gilbert Wandera v Turkish Airlines	Transport	The complainant alleged that Turkish Airlines canceled a flight segment from Istanbul to Podgorica two days before the World Junior Chess Championships and was unresponsive to requests for assistance. Consequently, he sought the Authority's intervention to investigate the matter.	The complainant was advised to lodge the matter with the Kenya Civil Aviation Authority (KCAA), being the regulatory body responsible for airline consumer protection and service delivery oversight.
503.	Fridah Endala vs a recruitment agent	Employment	The complainant alleged that she applied for a job through Crossing Eagle Company in Nairobi, Kenya, which required a down payment of KES 40,000. Despite paying the amount promptly, her application was unsuccessful after five months. Upon requesting a refund, she was instructed to submit a letter, but the company failed to refund the payment.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI), as the allegations involved suspected fraudulent employment practices.
504.	Jayman Patel v an internet service provider	Telecommunica-tions	The complainant alleged that despite making payments for internet and airtime subscriptions, the service provider failed to deliver the promised services.	The complainant was advised to lodge the matter with the Small Claims Court, being the appropriate forum for resolving disputes related to service delivery and subscription issues.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
505.	Evan Mwaura vs Jawabu Biashara Limited	Finance	The complainant alleged that Jawabu Biashara Limited was operating without a valid business licence.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), being the regulatory authority responsible for oversight of financial institutions and licensing.
506.	A.C. vs Zenka Digital	Finance	The complainant alleged that she borrowed KES 25,000 from Zenka Digital Limited in 2022 and repaid KES 43,000. However, eight months later, she was contacted by multiple debt collectors demanding varying amounts. Subsequently, she was listed in the Credit Reference Bureau for allegedly failing to comply with Zenka's terms and conditions.	The complainant was advised to lodge the matter with the Central Bank of Kenya (CBK), being the regulatory authority responsible for overseeing credit reporting and lending practices.
507.	Mark Macharia v Safaricom	Communications	The complainant alleged that he purchased a SIM card from Safaricom's branch at The Hub Mall. On 24th February 2025, he received a notification indicating that his SIM card was invalid. Upon inquiry, Safaricom informed him that the SIM card had been deactivated due to inactivity. The complainant sought the Authority's intervention to have his SIM card reactivated.	The complainant was advised to lodge the matter with the Communications Authority of Kenya (CA), being the regulatory body responsible for overseeing telecommunications services and consumer rights.
508.	Anthony Waweru v Whitepath Company	Finance	The complainant alleged that Whitepath Company Limited had been persistently sending him unsolicited spam messages from various phone numbers, promoting their loan products despite his lack of interest. He further claimed that the continuous nature of the messages was distressing and adversely affecting his mental well-being. As a result, he sought the Authority's intervention to address the matter.	The complainant was advised by the Authority to lodge the matter with the Office of the Data Protection Commissioner (ODPC), as the issues raised did not fall within the Authority's jurisdiction.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
509.	Adam Wojcik v Kenya 4x4 Offroad Safaris	Tourism	The complainant alleged that he rented a vehicle from 4x4 Car Rental Company, but the vehicle was not provided. As a result, he requested a refund of the deposit. Although the company committed to processing the refund within 7–10 days, the refund was never issued.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI)
510.	Caroline Samuel v Mogesa	Financial	The complainant alleged that Mogesa requested her to deposit KES 6,000 with the promise of receiving KES 11,000 within a specified period. However, when she sought to withdraw the invested amount, Mogesa failed to honour the agreement and instead demanded additional payments.	The complainant was advised to lodge the matter with the Directorate of Criminal Investigations (DCI)
511.	Nassir Mboya v Mogo Auto Limited	Financial	The complainant alleged that Mogo Auto Limited unilaterally altered the terms of their agreement, resulting in an overpayment of the loan.	The complainant was advised to lodge the matter directly with Mogo Auto Limited for resolution.
512.	Winnie Otieno v Mogo Auto Limited	Financial	The complainant alleged that she obtained a loan of KES 1.7 million from Mogo Auto Limited in 2022 and had repaid over KES 3 million between June 2022 and October 2024. She sought the Authority's intervention to facilitate a refund of the excess amount she believes was overpaid.	The complainant was advised to pursue the matter directly with Mogo Auto Limited.
513.	Cyrus Mwirichia v Mogo Auto Limited	Financial	The complainant alleged that after repaying a loan of KES. 2.35 million for one year, Mogo Auto Limited informed him—without providing supporting evidence—that his outstanding balance remained at KES. 1.6 million. He considered this amount to be unreasonably high and sought the Authority's intervention in the matter.	The complainant was advised to lodge the matter directly with Mogo Auto Limited on 24th March, 2025.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
514.	Edwin Birech v Mogo Auto Limited	Financial	The complainant alleged that he obtained a loan from Mogo Auto Limited denominated in Kenya Shillings, but the lender charged the loan in US Dollars. He sought the Authority's intervention to recover the excess amounts paid due to fluctuations in the dollar exchange rate.	The complainant was advised to pursue the matter directly with Mogo Auto Limited
515.	Patrick Musyoki Szuki v Mogo Auto Limited	Financial	The complainant alleged that he secured a loan of KES 700,000 from Mogo Auto Limited and had repaid a total of KES 770,000. However, upon requesting his loan statements, he was informed that the outstanding balance stood at KES 1.5 million. He sought the Authority's intervention, citing the balance as excessively high.	The complainant was advised to pursue the matter directly with Mogo Auto Limited
516.	Kelvin Ituika vs Together As One	Financial	The complainant alleged that he took a loan of KES 400,000 from Together as One Microfinance, but only KES 340,000 was disbursed. Despite having paid KES 245,563, his vehicle was repossessed and the outstanding loan balance had escalated to KES 1,083,622 by December 2024. He sought the Authority's intervention in addressing the matter.	The complainant was advised to pursue enforcement of the court order through the Milimani Commercial Courts, which had ruled in his favor, and the matter was accordingly closed.
517.	Amalia Puscas Vs Kenya Airways Ltd	Aviation	The complainant alleged that Kenya Airways charged her twice a sum of USD 2,261.10. Despite presenting evidence of the duplicate transactions, the airline's customer support denied the second charge and declined to issue a refund. She therefore sought the Authority's intervention to recover the disputed amount.	The complainant was advised to pursue the refund through her bank, and the matter was subsequently closed.
518.	Kavili Muthengi Vs Kashway	Micro finance	The complainant alleged that he was issued a loan amount higher than what he had applied for, resulting in additional interest charges.	The complainant was advised by the Authority to escalate the matter to the Central Bank of Kenya (CBK), after which the case was closed.

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
519.	Nelson Onyimbi Vs Daniel Munga	Automotive	The complainant alleged that he was sold a faulty motor vehicle on, which resulted in repair expenses exceeding KES 100,000. He sought the Authority's intervention to obtain compensation for the losses incurred from the accused.	The complainant was advised by the Authority to refer the matter to the Directorate of Criminal Investigations (DCI)
520.	Hussein Otieno Abdalla Vs Instar Cash Kenya	Micro finance	The complainant alleged that he acquired a loan from Insta Cash Kenya and was charged a higher interest rate than what had been initially agreed upon during the application process. He further claimed that the lender failed to provide any justification for the increased charges and sought the Authority's intervention to address the matter	The complainant was advised by the Authority on 20th May, 2025 to lodge the matter with the Central Bank of Kenya (CBK).
521.	Virginia Wangui Mwangi and Lufthansa Airlines Ltd	Aviation	The complainant alleged that he was unfairly denied boarding on Lufthansa Airlines from Nairobi to Calgary, despite possessing all the required travel documents. He further claimed that he has neither received a refund nor a satisfactory explanation from the airline.	The complainant was advised to lodge her complaint with the National Civil Aviation Administrative Review Tribunal (NCCART).
522.	Brian Tamana and Beth Tech	Retail	The complainant alleged that he purchased a computer monitor from Beth Tech for KES 35,000 and later discovered a line running across the screen, which he contended was inconsistent with a new product. He sought the Authority's intervention to address the issue.	The complainant was advised to lodge the matter with the Small Claims Court
523.	Diane Okock vs Stanbic Bank	Financial	The complainant alleged that she took a loan of KES 4 million from Stanbic Bank and had been making repayments. However, she claimed that the bank engaged debt collectors without prior notification.	The Authority advised the complainant that no violation had occurred, as she was in default of the loan repayment obligations

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
524.	Mark Kagiri v Biko General Stores	Retail	The complainant alleged that they purchased a solar pump with a one-year warranty from Biko General Stores. However, the pump failed to function with their solar panel. Upon returning the pump, the store agreed to assist in reselling it and issuing a refund. Several months later, the refund had not been processed, and the pump was no longer operational. The store subsequently insisted that the complainant take back the pump and pursue repairs independently.	The complainant was advised to pursue the matter at the Small Claims Court.
525.	Evans Kamori vs GlaxoSmithKline Limited	Baby Foods	The complainant alleged that the Ribena product, marketed by the accused, claims to be a pure blackcurrant concentrate with no added sugar, preservatives, or colorings. However, the complainant raised concerns that the product does not disclose the actual percentage of blackcurrant concentrate, unlike other juices which typically indicate concentrate content ranging from 10% to 15%.	Ongoing
526.	Denebe Samad vs Serengeti Holidays Limited t/a Moyo Holidays	Aviation	The complainant alleged that upon cancelling a trip booked with Moyo Holidays in July 2023, Mr. Pankaj Shah committed to processing a refund within two months. However, the refund was not honoured as promised.	Ongoing
527.	Oliver Odeder Mang'oli vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that they purchased iron sheets from the accused, who committed to deliver them within seven (7) days. However, more than two months have passed, and the iron sheets are yet to be delivered.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
528.	Gillian Okinyi vs Phyllis Households	Retail	The complainant alleged that after purchasing a Hisense washing machine worth KES. 62,000 from Phyllis Households, the appliance developed a fault—specifically, it stopped dispensing fabric softener within one month. Despite returning it to the service centre for resolution, the manager declined to replace the defective machine.	Ongoing
529.	Mohamud M. Abdi vs Magunas Supermarket	Retail	The complainant alleged that he purchased Ufuta cooking oil which had been advertised at a discounted price of KES 291, but was instead charged the full price of KES 347 at the checkout, contrary to the shelf display.	Ongoing
530.	Prudence Mutua vs Academy of Certified Human Resource Professionals	Education	The complainant alleged that she missed a CPD training due to a work-related commitment and subsequently requested to reschedule, but received no response. When she later attempted to attend a subsequent session, the accused barred her from participating, citing a 7-day cancellation policy of which she had not been made aware.	Ongoing
531.	Maureen Bargoria vs Mark Nderitu t/a Mr Thrift World	Retail	The complainant alleged that Mark Nderitu, operating through his Instagram page ***Mr Thrift World***, sold her a pair of dining chairs advertised as hardwood, but upon delivery, the chairs were found to be made of synthetic material. He subsequently refused to issue a refund..	Ongoing
532.	Esther Maina vs Nufaika Sacco	Finance	The complainant alleged that they submitted a formal request to Nufaika Sacco to exit membership. However, the Sacco failed to process the request and has not refunded her member deposits.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
533.	Alphonse Odindo vs Ahava Global Stored Ltd	Retail	The complainant alleged that he fully paid for a motorcycle from Ahava Global, including all associated charges such as logbook transfer fees. However, the company failed to transfer ownership of the logbook to him.	Ongoing
534.	Eddah Wacera Machamba v Rafiki Microfinance	Financial	The complainant alleged that Rafiki Microfinance charged him an interest rate of 39%, contrary to the 23% rate stated in the offer letter.	Ongoing
535.	Alex Gitau vs Bed Palace Kenya	Retail	The complainant alleged that he purchased a bed from the accused for KES. 33,000, but within a week, it began producing noise at the joints. Upon returning the bed, the accused failed to replace it and instead returned the same item, disregarding his request for a refund.	Ongoing
536.	CAK vs Mafleva International Ltd	Manufacturing	The Authority commenced investigations into claims made by Mafleva International regarding the advertising and labelling of their cosmetic products	Ongoing
537.	Dennis Nakitare Vs Paytech Limited	Manufacturing	The complainant alleged that after parking his vehicle at Paytech Ltd, he was unexpectedly charged an overnight parking penalty of KES 1,000 the following day, a charge which had not been disclosed to him beforehand.	Ongoing
538.	Kennedy Odunga vs Jambo Jet Ltd	Transportation	The complainant alleged that he flew to Diani, Ukunda from Nairobi JKIA on Thursday evening and had a return flight planned later on Saturday at 11:50 AM. Due to unforeseen changes, he changed it to Sunday evening. Owing to system issues, he was forced to pay KES 1970 twice instead of once.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
539.	Ahmed Nasheed vs Eagle Link Flowers Limited	Retail	The complainant alleged that after paying KES 220,324 on 3rd July 2022 to Eagle Link Flowers Ltd for flower shipment, the company initially claimed to be arranging the shipment but later stopped responding to his calls and provided no further updates.	Ongoing
540.	Dickens Otieno Vs Sarah Osewe	Retail	The complainant alleged that he and his daughter went to Sarah A. Osewe's Shop and ordered for school uniform for his daughter who was scheduled to join Junior Secondary School on 3rd February, 2023. He ordered for a blouse and paid KES 2,750, but instead he was given a boy's shirt.	Ongoing
541.	Michael Kihara vs Momentum	Financial Services	The complainant alleged that he sought a KES 100,000 logbook loan from Momentum Credit in November 2020, but no statutory declaration form was completed. KES 97,000 was disbursed without full disclosure of terms, and the accused refused to provide the insurance policy document.	Ongoing
542.	Phillip Manje vs Stanbic Bank Limited	Financial Services	The complaint 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;	Ongoing
543.	Evans Gichia vs Mwananchi Credit Ltd	Financial Services	The complainant alleges 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.	Ongoing
544.	CAK vs Unga	Manufacturing	The investigation was initiated after a KEBS study which indicated that unga (flour) had aflatoxin of higher levels which jeopardizes the health of consumers	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
545.	Alphred Manyala vs Ethiopian Airline	Airline Sector	The complainant alleged that after purchasing a £774 ticket from Ethiopian Airline for travel on 5th September 2022, he was denied boarding at JKIA over a non-mandatory Israeli transit visa. He booked an alternative flight, but Ethiopian Airline refused to refund his ticket.	Ongoing
546.	Charan Singh vs Kenya Airways Plc	Airline Sector	The complainant alleged that Kenya Airways asked him to cancel his non-refundable Ethiopian Airlines return ticket and rebook with them. As a result, he was unable to cancel the ticket and ended up missing the flight.	Ongoing
547.	Erastus Mackenzie vs MP Shah Hospital	Hospital	The complainant alleged that MP Shah hospital failed to refund him the money that was paid by NHIF amounting to KES 153, 100	Ongoing
548.	John Gershom vs Mogo Microfinance	Transport sector	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.	Ongoing
549.	Sharon Kirui vs Tifislice Kenya	Financial Sector	The complainant alleged that she took a mobile phone loan from Tifislice and that the accused charges exorbitant interest. She further alleges that threatening messages were issued to her to pay.	Ongoing
550.	Kibet Chebii Vs Juhudi Kilimo	Financial Service	The complainant alleged he took loan KES 1,358,000 however he requested for the statement however he was not furnished.	Ongoing
551.	Eric Odhiambo Vs. Lunar Credit	Financial	The complainant alleged he took hire purchase from the accused and did subsequent top up. However, when he requested for the statement the accused remained adamant	Ongoing
552.	Kotin Kiprono Moses Vs. Jumia Kenya	E-Commerce	The complainant alleged he ordered Samsung Galaxy Note 8 Ip 68 that was water and dust resistant order number 386769479. It was delivered on 31st May, 2023 at Jumia Kisimani Station after paying KES 28,999. However the said phone absorbed water and had a short lifespan.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
553.	Ivy Kimutai Vs Treworld	E- Commerce	The complainant alleged that the accused replaced the screen of the complainant's IPhone 13. However, it started developing problems by showing error messages.	Ongoing
554.	Philip Kioko Muema Vs. Furniture Palace	Retail Sector	The complainant alleged that the accused failed to deliver wood top coffee table after receiving full payment.	Ongoing
555.	Peter Wanjiru Vs Tifi Slice Loan APP	Financial	The complainant alleged that he applied mobile loan from the accused amounting to KES 4,860. The applicable interest rate was between a minimum of 12% and a maximum of 50%. Hended up paying an interest of 81% thus felt overcharged.	Ongoing
556.	Vincent Otieno Vs SMEP Microfinance	Microfinance	The complainant alleged that SMEP listed him on the CRB despite his request for the outstanding balance of KES 21,000. He paid the amount via M-Pesa (Till No. 670688), but the payment did not reflect due to a system error. SMEP promised to follow up, but the issue remains unresolved.	Ongoing
557.	CAK Vs Delicks Pharmaceuticals Ltd	Health Sector	The Authority is investigating the pharmaceutical product Primolut N TABS 5mg*30 Tablets supplied in certain outlets. A preliminary assessment revealed that the product's labeling is not in English, contrary to Clause 3.1 of KS EAS 1829:2019 – Labeling of Products – General Requirements.	Ongoing
558.	Romona Gibson Vs Mbuzi24.com	Ecommerce	The complainant alleged that he ordered a cheese platter box worth KES 1550 which should contain a variety of cheese, meat, drief fruits, nuts and accompaniments as advertised in their website. He lodged a complaint with Mbuzi24.com but was not assisted.	Ongoing
559.	Sheila Mwaura Vs White Rose Dry Cleaners Ltd	Business Service	The complainant alleged that she referred her client to White Rose Dry Cleaners who ruined her wedding dress after laundry and had to pay KES 105,000 for a replacement.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
560.	Khadhija Mire Vs Hot point Appliance Ltd	Retail	The complainant alleged that she was sold a cooker worth KES 85,965. However, she established that the same was faulty and upon returing it to the service provider, she was informed that it was devalued by 15%.	Ongoing
561.	Kluftcher Awalah vs Kilimall Ltd	E-Commerce	The complainant alleged he ordered an 8 GBram laptop from Kilimall. However they delivered a 4 GB ram laptop with defects. He sought a refund that was declined by the seller even after providing proof..	Ongoing
562.	Grace Naliaka Vs Rafiki Microfinance	Financial	The complainant alleged She took a loan amounting KES 5,000,000 and she was to repay at monthly installment of KES 100,000 for a period of 110 months but ended paying an extra two months.	Ongoing
563.	Stephen Wambugu Njenga VS Zazipay International Limited	Financial Sector	He took a loan worth KES 1,000,000. However, within a period of two (2) months,he was required to repay KES 150000. Further, the accused deducted KES 300,000 from loan and he ended up receiving a final amount of KES 700,000	Ongoing
564.	Collins Mindoti vs ABSA Bank	Financial sector	The complainant alleged the accused indicated that the repayment period was 72 months which was to end by April 2028 however they changed the repayment period to February 2029 with an increase of installment from KES 76,503 to KES 82,073.	Ongoing
565.	Kevin Wagwa vs Magunas Supermarket Karatina	Retail sector	The complainant alleged the accused displayed the Peanut Butter Crunchy's price at the shelf amounting to KES. 505 only to be charged KES 535 at the till	Ongoing
566.	Allan Mwangudza vs Postmail Sacco	Financial Sector	The complainant alleged Postmail Sacco deliberately withheld his savings and failed to provide a redress for more than 4 years	Ongoing
567.	Gladys Mutua vs Olakira Craft	Retail		Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
568.	Geofry Njoroge Vs Kencom Sacco	Financial Sector	The Complainant alleged the accused deliberately withheld his savings for a period of over four (4) years after membership withdrawal.	Ongoing
569.	CAK vs Riakanua Pharmaceuticals	Health Sector	Pursuant to Section 70(A) of the Act as read together with Section 31(1), the Authority is investigating the pharmaceutical products Combigan eye drops, Duphaston, Nexium 20 mg, and Diamicron MR 60 mg supplied in certain outlets. A preliminary assessment revealed that the labeling of these products is not in English, contrary to Clause 3.1 of KS EAS 1829:2019 – Labeling of Products – General Requirements.	Ongoing
570.	CAK vs Chinise Herbal Mombasa	Health Sector	Pursuant to Section 70(A) of the Act as read together with Section 31(1), the Authority is investigating pharmaceutical products supplied in certain outlets, namely Leigongteng Duoganpian, Tianma Pian, and some anonymous products. A preliminary assessment revealed that the labeling of these products is not in English, contrary to Clause 3.1 of KS EAS 1829:2019 – Labeling of Products – General Requirements.	Ongoing
571.	CAK vs Jue Pharmaceuticals	Health Sector	Pursuant to Section 70(A) of the Act as read together with Section 31(1) of the Act, the Authority is investigating a pharmaceutical product supplied in your outlets, namely Concor 5mg 30's. A preliminary assessment revealed that the labeling of the product is not in English, as required by Clause 3.1 of KS EAS 1829:2019 – Labeling of Products – General Requirements.	Ongoing
572.	Henry Maina vs Metropolitan Sacco	financial Sector	The Complainant alleged the accused of deliberately withheld the his savings for a period of over two (2) years against the written laws that refund will made after 60 days after withdrawal	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
573.	CAK Vs Destina Honey	Manufacturing	The Authority conducted tests on Destina Honey product and found the tested sample to be non-compliant to the requirements of clause 7 of the KSEAS 36:2020 Honey	Ongoing
574.	CAK Vs Jambo Honey	Manufacturing	The Authority conducted tests on Jambo Honey product and found the tested sample to be non-compliant to the requirements of clause 7 of the KSEAS 36:2020 Honey	Ongoing
575.	CAK Vs Koriema	Manufacturing	The Authority conducted tests on Koriema product and found the tested sample to be non-compliant to the requirements of clause 7 of the KSEAS 36:2020 Honey	Ongoing
576.	Stephen Wambugu Njenga VS Zazipay International Limited	Financial	The Complainant alleged he borrowed a loan of KES 1,000,000 however he received KES 700,000 upon repaying the loan in full after 2 months he was charged KES 1,500,000.	Ongoing
577.	Benedict Lumasia vs Royal Mabati	Retail	The complainant alleged that he made his order for roofing materials on 7th March 2024 from RMFL but to date no delivery has been made despite promises that the iron sheets would be delivered within two weeks	Ongoing
578.	Daniel Mwaura Vs Xyping Technologies Ltd	Telecommunications	The Complainant alleged he purchased 8 mbps internet fibre from Xyping Tech. However he established the speed was slower and failed to function as expected.	Ongoing
579.	simon Gichuru Vs POA Internet	Telecommunications	The Complainant alleged he paid the accused KES 4,075 for the installation services. . However, this was not actualized.	Ongoing
580.	Nancy Adhiambo Vs Kenya Airways (KQ)	Aviation	The complainant alleged KQ failed to refund the cost incurred for taxi payment used to fetch his misplaced baggage at Kigali International Airport. to its physical address which was misplaced	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
581.	CAK Vs Glaxosmith Kline	Retail	The investigation is regarding labeling of pre-packaged foods, which must not be false, misleading, or deceptive, or create a wrong impression about the product's character.	Ongoing
582.	CAK Vs BestBuy Distributors	Retail	The investigation is regarding labeling of pre-packaged foods, which must not be false, misleading, or deceptive, or create a wrong impression about the product's character.	Ongoing
583.	CAK Vs Rok Ndustries	Retail	The investigation is regarding labeling of pre-packaged foods, which must not be false, misleading, or deceptive, or create a wrong impression about the product's character.	Ongoing
584.	CAK Vs Kamili Packers Ltd	Retail	The investigation is regarding labeling of pre-packaged foods, which must not be false, misleading, or deceptive, or create a wrong impression about the product's character.	Ongoing
585.	CAK Vs Supa Brite Ltd	Retail	The investigation is regarding labeling of pre-packaged foods, which must not be false, misleading, or deceptive, or create a wrong impression about the product's character.	Ongoing
586.	Nancy Adhiambo Oswero Vs Kenya Airways	Aviation	The Complainant alleged KQ failed to refund the cost incurred for taxi payment which was used while collecting her misplaced baggage from Kigali International Airport to her physical address	Ongoing
587.	Ismael Kiarii Vs Mogo	Financial Services	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD meaning it changed with the USD fluctuation rates against the KES.	Ongoing
588.	George Ouma Abaja vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
589.	Kennedy Korir vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing
590.	Linet Kerunda vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing
591.	Moses Sigunyi	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing
592.	Andrew Mzae vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing
593.	Fidel Castro Owino vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing
594.	John Njuguna vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing
595.	John Nzau vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
596.	Joseph Mungai vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing
597.	Meshack Melly vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing
598.	Moses Otieno vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing
599.	Yahye Bare vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing
600.	Babiti Dulu Wario vs Mogo	Financial	The complainant alleges that his loan was disbursed in Kenya shillings but the repayment schedule was based on USD which means it changes with the USD fluctuation against the shilling.	Ongoing
601.	Alice Kinuthia vs ED Partners Ltd	Financial	The complainant alleged she took a loan amounting to Ksh 1,300,000 in August2022 on ambiguous terms and interest of 20-30% out of which she paid Ksh 900,000 however she defaulted.	The Authority established that the matter fall outside of our jurisdiction.
602.	George Odhiambo vs Faulu Bank	Financial	The complainant alleges that the applicable interest rate in the statement was 17.58% while in the disclosure it was 22.71% without notices the lower interest rate and zero charges were to blind him from noticing the Ksh 300,000 increased principal.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
603.	Collins Omondi vs Panda Mabati	Retail	The complainant alleges that he took a loan of KES 10,000,000 at 21.11%. However, upon release of the disclosure statement he noted that the interest rate was increased to 27.25%.	Ongoing
604.	George Nderitu vs Mwananchi Credit Limited	Financial	He alleged that he took a loan of KES 378,000 from Mwananchi Credit against his car were he only defaulted once. However, without any notice, the accused repossessed the car and required him to pay more.	Ongoing
605.	Sarah Kabira vs Jumia Kenya	E-commerce	The complainant alleges that the accused delivered plastic laptop Stand (pink) however she had ordered a foldable aluminum Laptop stand (black) and further declining to give her a refund claiming that the item was “used and dirty.	Ongoing
606.	Caroline Nderitu vs Kenya Airways	Aviation	Complainant alleges that her flight was canceled which lead to missing connecting flight which rendered her to encounter cost on accommodation and changing flight cost.	Ongoing
607.	Sarah Kibira vs Jumia Kenya	E-commerce	The complainant alleges that the accused delivered plastic laptop Stand (pink) however she had ordered a foldable aluminum Laptop stand (black) and further declining to give her a refund claiming that the item was “used and dirty”.	Ongoing
608.	Halmsamson Thiongo vs Ikonic Agricultural Machinery	Retail	The complainant alleges that he purchased a brush cutter from Ikonic Machinery for KES 19,500, which developed repeated faults after multiple repairs. Despite lodging complaints, the accused was unresponsive and unwilling to provide satisfactory redress, causing the complainant significant inconvenience.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
609.	Franklin Kimaita vs Mogo Auto Ltd	Financial	The complainant alleged that he took a KES 465,000 auto loan from Mogo Auto Loan Limited in February 2023, but the repayment schedule was in USD. He disputes the currency and increased amounts demanded, claiming the loan terms were changed without his knowledge.	Ongoing
610.	Wambua Muema vs Aventus Technology	Financial	The complainant alleges that the institution misled customers with false promises of lower interest and higher loan limits during calls, which are never honored. After repayment, the loan limit remains low and excuses about system rules are given.	Ongoing
611.	Dickson Michatha vs Kilimall	E-commerce	The complainant alleged that she bought two solar power banks which had issues with charging despite being left in the sun for two days to charge.	Ongoing
612.	Gladys Mutua vs Olakira Craft	Retail	The complainant alleges that the vendor refused to give her a refund despite delayed order, wrong item delivered, no receipt issued, and poor complaint handling.	Ongoing
613.	Joel Sambula vs Senti Kenya	Financial	The complainant alleges that the accused claims they issued him with a loan of Ksh 4,150 which has rendered him being listed to CRB. However he has never had the Senti App further he has not applied for any loan from the accused.	Ongoing
614.	James Malai Kathae vs KCB	Financial	The complainant alleges that he took a loan of KES. 650,000 on 24th February,2010 and he paid full amount of KES 1,129,752 by February 2016 however KCB still demand further KES 540,528 despite full payment of the loan amount	Ongoing
615.	Noura Ocholla vs Kilimall Ltd	E-commerce	The complainant alleges that she was sold a Samsung phone which was defective, upon return to the accused they declined to give her a refund.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
616.	Roselynet Monchari Nyakeremba vs Baraka Yetu Sacco	Financial	The complainant alleges that the Sacco demanded KES 708,002 but failed to provide a loan statement to justify the amount.	Ongoing
617.	Koech Kip vs Maisha Bank (Fanisi Loan App)	Financial	The complainant alleges that he borrowed a mobile loan amounting to KES 30,000. Upon request for his balance, he was informed that owed KES 60,000.	Ongoing
618.	Nancy Waithira & Shankar Investment & Hisense Kenya	Retail	The complainant alleges that on 19th August 2024, she purchased a Hisense 50-inch TV a cost of KES 44,000. The TV developed a power issue and was diagnosed with a motherboard problem. she returned it to the Hisense service centre on 2nd May 2025 for repairs under warranty two (2) months has elapsed, and no redress.	Ongoing
619.	Tobias Otieno vs Jumia Kenya	E-commerce	The complainant alleges that he bought a tablet from Jumia Kenya at Ksh 12,678 with a promise that it has storage capacity of 512 GB. However, the tablet supplied had 50 GB storage capacity.	Ongoing
620.	Gilbert Angana vs Qatar Airways	Aviation	The complainant alleges that the airline refused his request for a refund of the air ticket. However, the airline had issued a travel voucher valid for two years, which the complainant did not redeem within the set timeline.	Ongoing
621.	Wamaitha Karanja vs Fly540	Aviation	The complainant alleges that his flight was cancelled by Fly540 and no refund was offered.	Ongoing
622.	Nita Kotadia vs Fly540	Aviation	The complainant alleges that his flight was cancelled by Fly540 and no refund was offered.	Ongoing
623.	Peter Njeru Namu vs Baron Capital	Financial	The complainant took out a loan of KES 260,000 from the accused repayable within 12 months. On the 3rd month, the car securing the loan was involved in an accident. The accused later demanded for repayment of the entire loan, plus interest and penalties and other charges.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
624.	Anthony Muchangi vs Kilimall	E-commerce	The complainant alleges that Kilimall listed products at very low prices during a flash sale on 11th November 2022, but some items, such as the Bruhm 2 Burner stainless cooker for KES 99 were not actually available and were listed to entice buyers.	Ongoing
625.	Lia Behlert vs East African Airways	Aviation	The complainant alleges that she booked a flight with East African Airways from Lamu to Nairobi for KES 16,900, scheduled for 30th September and 3rd October 2022. The airline cancelled the flight two days before the travel date, and despite claiming a refund, she has not been refunded after more than two months.	Ongoing
626.	Beatriz Urech vs East African Airways	Aviation	The complainant alleges that she booked a return ticket with East African Airways worth KES 33,800 in September 2022 for flights on 4th and 12th December 2022 from Nairobi to Lamu. She did not receive booking confirmation and later discovered the flights were cancelled without any communication or refund.	Ongoing
627.	Seema Premji vs East African Airways	Aviation	The complainant alleges that she and four others bought a return flight ticket with East African Airways worth KES 66,500 from Nairobi to Diani scheduled for 17th May 2022 and 22nd May 2023. However, the flight was cancelled prior to the travelling date and they were not refunded.	Ongoing
628.	Pharis Muriuki vs Lightbell Enterprises	Retail	The complainant alleges that he bought a Bost brand car battery worth KES 12,000 from LightBell Enterprises. After it developed problems, he returned it to supplier Maxxis Tyres, who asked for additional payment for a replacement. The supplier later informed him the Bost battery was unavailable and offered a lower quality brand, which he declined.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
629.	Zachary Nganga vs Impala Downtown	Retail	The complainant alleges that he bought two Tie Rods for BMW and paid KES 10400, from Impala Downtown Ruaraka Branch. Upon taking the vehicle for repair, he found that the rods were defective, he then returned to the seller who refused to replace them with the claim that they were not defective when leaving the premises.	Ongoing
630.	Walter Omolo vs Bidii Credit	Financial	The complainant alleges that an officer from Bidii credit marketed to him an unsecured loan on 22nd March, 2023. He was interested and applied for a loan amounting to KES 84, 000 at an interest of 7.5 % and 6-month repayment period of KES 4850 monthly installment. However he states that the loan has hidden charges which he is not aware of as the loan balance after paying for two installments was too high and that the contract was not availed to him.	Ongoing
631.	Christine Maina vs Sandies Garden	Hospitality	The complainant alleges that she booked a two-night bed and breakfast stay for two at Sandies Dream Garden at a website rate of KES 19,800 per night (total KES 39,600). At checkout, she was charged KES 73,600, with the cashier stating the rate was KES 36,800 per night. Her request for a refund with the reservations manager was unsuccessful.	Ongoing
632.	Joseph Mwiti vs Mwananchi Credit	Financial	The complainant alleges that he took a logbook loan of KES 335,000 from Mwananchi Credit in July 2022. After paying KES 4,000 for a car tracker, he was later informed of additional tracking fees and penalties totaling KES 48,000. Mwananchi Credit repossessed his car and demanded repossession and other fees amounting to KES 191,143.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
633.	Angeline Wanjeri vs Safaricom PLC	Telecommunica-tions	The complainant alleges that she paid KES 2,999 for Safaricom's bronze internet package, but the home fibre service was not working. Safaricom PLC acknowledged a connection issue but failed to resolve the matter.	Ongoing
634.	Julius Opande vs Credit Moja Ltd	Financial	The complainant alleges that credit moja was offering mobile loans with hidden charges, where one only gets to know the charges after they get their loan. Further, he alleged that the charges are extremely high.	Ongoing
635.	Patrick Kimutai vs Naivas Supermarket Sacco	Financial	The complainant alleged that he had been a member of the Naivas Supermarket Sacco since 15th August 2011 and his payroll number was 2628. He sent his resignation letter to Naivas on 27th August, 2023 which was accepted vide a letter dated 5th September, 2023. He has been following up on his savings (KES 256,000) from Naivas Supermarket Sacco to date but to no avail.	Ongoing
636.	Henry Mungai vs Kidapu Sacco	Financial Services	The complainant alleges that he took a refinanced loan from Kidapu SACCO in February 2021 and requested an offset against his deposits in January 2025. He noted double interest charges during the offset process, which had not been disclosed in the original loan agreement.	Ongoing
637.	Robert Burns vs Mzuri Sweets Ltd	Retail	The complainant alleges that the brand name "Gomba" was misleading as it is associated with khat/miraa, yet the manufacturer provided no clarity on the product's contents. The product label also lacked the date and month of manufacture, posing potential harm to consumers.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
638.	Jailo Ambede Idalia vs Mogo Auto Ltd	Financial Services	The complainant alleged that he was financed KES 390,000 by Mogo and had paid KES 28,000 monthly for 16 months. Despite this, his outstanding loan balance was reported as KES 560,000 and continued to rise, even when not in arrears. He claimed Mogo provided no explanation and threatened repossession. He also noted the loan was in KES but deductions were made in USD.	Ongoing
639.	Caroline Kimeto VS Mogo Auto Ltd	Financial Services	The complainant alleged that he took a loan of KES 1,200,000 in March 2022 at a 2.6% flat interest rate over 60 months. Mogo allegedly altered the terms to a reducing balance basis and calculated interest in USD, causing unpredictable payments. He disputed the high outstanding amount as unconscionable.	Ongoing
640.	Hussein Onyango vs Mogo Auto Ltd	Financial Services	The complainant alleged that he secured loan of KES 470,000.00 for 48 months, starting on 7th December 2021, with Mogo. The loan carried an interest rate of 30% p.a, however she learnt it was charged at 57%. Although she had been making all monthly payments, the burden of this loan far outweighed its economic benefit. Further, the loan was applied for in Kenya Shillings but the Company did the deduction in USD.	Ongoing
641.	Noah Sirere Vs Mogo Auto Ltd	Financial Services	The complainant alleged that Mogo misled him by forcing him to over pay a loan of KES 400,000 to a tune of over three times the amount.	Ongoing
642.	Robert Theuri vs Kifaru Max Roof Kenya Company	Retail Sector	The complainant alleged that he ordered 67 corrugated iron sheets from Kifaru Mabati worth KES 106,635, but discovered four months after roofing that the sheets were of varying colors, resulting in a checkered appearance.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
643.	Grace Wanjiku Ndururi Vs Mogo Auto Ltd	Financial Services	The complainant alleged that she was given a loan of KES 550,000 by Mogo. She had paid KES 530,000 but the loan was not going down. Mogo was still requiring her to pay over KES 750,000 because of the dollar rate.	Ongoing
644.	Christine Njeru vs Mogo Auto Limited	Financial Services	The complainant alleged that he took a loan from Mogo, but the total repayment demanded was disproportionately high, indicating hidden or undisclosed charges beyond what was agreed in the contract.	Ongoing
645.	David Makau Vs Mogo Microfinance Limited	Financial Services	The complainant gave a client KES 230,000 to finance a used car (KBR) but they were charging the client interest in dollars. Because the dollar rate was changing, the loan payment did not reduce the amount paid as it was absorbed by the interest rate change. The client paid in Kenya shillings but Mogo converted the money to dollars.	Ongoing
646.	Catherine Nyaguthii Ngure Vs Mogo Auto Ltd	Financial Services	The complainant alleged that she took a loan with Mogo Auto Ltd. However, despite the original agreement being in Kenyan Shillings, Mogo unlawfully converted the loan to USD without her consent. The latter repossessed and sold her car even afer clearing the loan.	Ongoing
647.	Misheck Mwanzui and Mogo Auto Ltd	Financial Services	The complainant alleged that he took a loan of KES 390,000 from Mogo Auto Ltd against his car. However, he was overcharged due to facility being computed in dollars.	Ongoing
648.	Vincent Orale Vs Hakki Africa Ltd	Financial Services	The complainant alleged that Hakki Africa Ltd issued him an abrupt invoice of KES 528,000, contrary to their agreement. When he sought clarification, a second invoice of KES 425,000 was issued without a clear explanation for the increase from the original debt of KES 234,000.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
649.	Rox Otieno Vs Mogo Auto Ltd	Financial Services	The complainant alleged that he took a loan KES 380,000 from Mogo Auto Ltd against the car. However, he was overcharged due to facility being computed in dollars.	Ongoing
650.	Martin Njoroge Vs Baron Capital Limited	Financial Services	The complainant alleged that on 27th June, 2023, he executed a car purchase agreement after paying KES 350,000 to Baron Capital Limited for a Suzuki Alto. He further noted that there had been a prolonged delay in transferring ownership of the vehicle which he purchased from the accused in June 2023.	Ongoing
651.	Lazaro Kinuthia Njenga vs Mogo Auto Ltd	Financial Services	The complainant alleged that after defaulting on his loan with Mogo, it was agreed that he would surrender the vehicle until payment was made. In January 2025, he paid KES 188,000 to regularize the account, but despite the account being current, Mogo declined to release the vehicle, which was essential for generating income to repay the loan.	Ongoing
652.	Tobias Ololo and Mogo Auto Ltd	Financial Services	The complainant obtained a KES 240,000 vehicle loan from Mogo Kenya to be repaid in installments. Despite the original agreement being in Kenyan Shillings, Mogo unlawfully converted the loan to USD without his consent.	Ongoing
653.	Festus Giovanni vs Denvic Propetry Managers	Real Estate	The complainant alleged that he had been overcharged his water bills for the month of June, 2023 by Denvic Property Managers in his residence at the Great Wall Estate. He further claimed that the water bill read as 292 units, only 7 months after moving in to the estate. He was asked to pay KES 5586 and after he disputed the bill he was asked to pay KES 3822, which made him believe the bill was made up by the management.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
654.	Neema Mwingu vs Standard Chartered Bank	Financial Services (Banking)	The complainant alleged that she took a personal loan of KES 1,230,000 with Standard Chartered Bank on 10th March, 2023 with a fixed interest rate of 15.25%. On 21st June, 2023, the bank sent her an email and indicated that the interest rate would increase to 16% and it would be back dated to 28th March, 2023.	Ongoing
655.	Emmanuela Abena vs Kenya Airways	Aviation	The complainant alleged that she was denied boarding by KQ while on transit from Accra Ghana to Dubai Via Kenya for having a return journey ticket with another airline (Ethiopian Airline) despite the ticket being valid.	Ongoing
656.	Clinton Sichemo Vs Kilimall	E-commerce	The complainant alleged that he bought a refurbished phone from Kilimall on 19th March, 2023 and paid KES 16780. However, Kilimall failed to deliver within the stipulated timeline and when they finally delivered the phone charging system was faulty. He contacted the seller who indicated that the phone was not faulty before shipping.	Ongoing
657.	Ben Oranga Vs Royal Mabati	Retail	The complainant alleged that he bought iron sheets from Royal Mabati under an instalment scheme in 2018 worth KES 57,000. However, when he went to clear his last instalment in August, 2023, he was informed that the terms had changed and he was required to pay more. He paid the required amount of KES 28,000. He was promised that delivery would be done within four days but he never received the mabati.	Ongoing
658.	Duncan Kinoti vs Armor Technology	Retail	The complainant alleged that he purchased a phone from a Huawei store, Armor Technology worth KES 19,000. However, the phone was packed in a wrong box and it did not have a charger and earphones.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
659.	Faith Mueni Vs Wananchi Group Zuku	Telecommunications	The complainant alleged that on 1st April 2023, she paid KES 4,499 to Wananchi Group for a Zuku internet connection, which could not be installed due to her building being incomplete. Despite several follow-ups, she has not received a refund.	Ongoing
660.	Phillip Musyimi Vs Quick Mart Ltd	Retail	The complainant alleged that on 6th December 2023, he bought a 150g pack of Imperial Leather soap for KES 298 while the shelf price displayed was for a 175g pack priced at KES 350. The accused's stores still have products on shelves with prices that do not match the quantities displayed.	Ongoing
661.	Cerrina Nani Vs Pizza Inn	Retail	The complainant alleged that on 28th September 2024, she ordered pizza online but after waiting 30 minutes, she was informed that her order was cancelled for being placed late (9:30 pm). She requested a refund but has not received it to date.	Ongoing
662.	Kevin Komen vs Muhsin Home Appliances	Retail	The complainant alleged that on 30th August 2023, he bought a Hisense 43" A6H UHD TV from Muhsin Home Appliances via the Jiji app, but later discovered the LED screen was damaged, causing visible light bleed and white shadows during dark scenes. He requested a refund or replacement which was never granted.	Ongoing
663.	Martin Kamau Vs Jumia Kenya Limited	E-commerce	The complainant alleged that he ordered a new Samsung A13 phone from Jumia Kenya but received a used, older model with blurred photos. Jumia refused to accept the return, citing the phone's condition.	Ongoing
664.	Alphred Manyala vs Ethiopian Airline	Aviation	The complainant alleged that he booked Ethiopian Airline but on travelling date he was denied boarding. He requested for refund but upto date no refund has been made	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
665.	Ann Waithera vs Majid AL Futtaim T/A Carrefour Hypermarkets	Retail	The complainant alleges that Carrefour Supermarket misrespresented on the price of a Washing machine where she later requested for a refund but she has not been refunded.	Ongoing
666.	Edward Kimotho vs Wefixtech Ltd	Retail	The complainant alleged that he took his Lenovo Laptop for repair at Wefixtech Ltd but when he went to collect he noticed that the lower case was damaged upon enquiring he was informed that they will repair but that did not happen.	Ongoing
667.	Ephraim Kenyanito vs Kenya Airways plc	Aviation	The complainant alleged that he was billed two times by Kenya Airways plc when he was travelling to Kigali, Rwanda and back to Kenya. He contacted Kenya Airways Plc to correct the error but they did not respond.	Ongoing
668.	Erastus Mackenzie vs MP Shah Hospital	Health	The complainant alleged that he went to MP SHAH Hospital and presented his NHIF card but when he was being discharged the hospital did not utilize the NHIF card instead he was made to pay cash and advised him to later claim. Upto date no claim has not been paid.	Ongoing
669.	Francis Kambu vs Mogo Microfinance	Finacial services (Microfinance)	The complainant alleged that he took a USD-denominated loan of KES 200,000 and was assured it wouldn't disadvantage him. However, he later found the loan balance was not reducing due to charges based on fluctuating exchange rates, making the loan more expensive	Ongoing
670.	Peter Maturi vs East African Motors Ltd	Retail (Trade)	The complainant alleged that the accused is conning unsuspecting clients who want to import vehicles from Japan and UK. He paid 60% of the value of the vehicle as per the agreement but he has never received the vehicle.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
671.	Washington Woga vs Zuku Fiber	Telecommunica-tions	The complainant alleged that he received an alert offer from Zuku where he was advised 60% reliable and unlimited internet. He went ahead and paid KES 831 and upon following with Zuku he was advised to disregard the message and pay the amount in full.	Ongoing
672.	Paul Mutondo vs Mongoose Property Cares Ltd	Real estate	The complainant alleged that she paid a deposit of KES 28500 with Mongoose Property Cares Ltd but later he requested for refund because of negative reviews. He was deducted KES 1000 being the penalty which was not brought to his attention in advance.	Ongoing
673.	Ishmael Kingori Mwangi vs Mwananchi Credit Ltd	Finacial Services (Microfinance)	The complainant alleged that he took a car loan from Mwananchi Credit Ltd of amount KES 224, 072. He faithfully paid the loan and when he delayed he always informed them but Mwanachi credit kept increasing the loan interest without being informed him. He sought for the Authority's intervention.	Ongoing
674.	Fred Khaoya Joseph vs Mogo Microfinance	Finacial Services (Microfinance)	The complainant alleged that he took a loan with Mogo Microfinance to purchase a motorbike. The motorbike was later repossessed despite him paying the loan.	Ongoing
675.	Erick Ambuche vs Swiss resort ventures	Hospitality	The complainant alleged that he bought a beverage minute maid 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.	Ongoing
676.	Julius Kinuthia vs Amazon	E-commerce	The complainant alleged that he ordered for a Gaming Laptop but what was delivered was not what the complainant had ordered.	Ongoing
677.	Cak vs Queens Honey	Retail	The Authority initiated investigations into claims that the product is "pure" Honey.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
678.	Kelvin Mithamo vs Nairobi Best Home Appliances	Retail	The complainant alleged that he purchased a Ramtons cooker and a 13 KG gas cylinder from the accused online, but to date it has not been delivered despite several reminders.	Ongoing
679.	Geofrey Omondi vs Royal Mabati Ltd	Manufacturing	The complainant alleged that he 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. No refund was done and he sought the Authority's intervention.	Ongoing
680.	CAK vs Lifecare Pharmaceuticals Ltd	Health	The Authority initiated investigations into claims made by Duphaston and Forxiga on their cosmetics products.	Ongoing
681.	Michael Mwanzia vs Electrika Computers	Retail	The complainant alleged that he purchased a Laptop from the accused and it has malfunctioned but the accused has not offered any redress despite it having a warranty.	Ongoing
682.	Iraf Ebrahim Haroon vs Eekay Motors spares	Retail	The complainant alleged that he purchased a motor vehicle battery but upon using it, it was not functioning and when he returned, no redress was offered.	Ongoing
683.	Monica Akoth Vs Africal Capital	Financial Services	The complainant alleged that she has been paying her loan through check off but the loan has not been decreasing despite the payments	Ongoing
684.	Mathew Rotich vs Jumia Kenya	Retail	The complainant alleged that he bought a faulty TV from the accused and when he returned he was told the fault was on his side	Ongoing
685.	Paul Olakitar vs Shoppers SACCO Ltd	Financial Services	The complainant alleged that he made a request to withdraw his share deposits from the Shoppers SACCO. However, upto date nothing has been done.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
686.	Daniel Njuguna vs Ultimate Electronics	Retail	The complainant alleged that he purchased a playstation pro 4 from the accused but to date it has not been delivered.	Ongoing
687.	Kevin Obiero vs Mogo microfinance	Financial Services (Microfinance)	The complainant alleges that Mogo Microfinance did not disclose to him on how his dollar account will be charged since the balance keeps fluctuating.	Ongoing
688.	Simon Kimari vs Faulu Bank	Financial Services	The complainant alleges that he took a loan with Faulu Bank, whose monthly repayment amount was changed by Faulu Bank without his approval and now has to get a monthly repayment amount from the Branch Manager.	Ongoing
689.	Sun Junior vs Elias Thuo & Atom Thuo Dealers	E-commerce	The complainant alleges that he purchased a mattress from the accused from their jiji.co.ke outlet, and later discovered that it was substandard but the accused refused to exchange it nor refund him.	Ongoing
690.	Lemmy Ndirangu v Evopay Sarit Centre	Other (Parking Services)	The complainant alleges that he was overcharged for overnight parking and informed that the rates had been revised upwards, despite seeing no display of the new rates and the website showing the old ones that he was used to.	Ongoing
691.	Victor Ooko vs TiFi Slice Loan App	Financial Services	The complainant alleges that he took a loan from the accused and repaid within a week, based on the original repayment amount, but he was later slapped with further interests and threatened to repay.	Ongoing
692.	Christine Kinanu Marete vs Phoenix Capital Ltd	Financial Services	The complainant alleges that the accused had refused to share Loan Agreement and Repayment schedules with her, despite having paid more than double for a loan she took from them.	Ongoing
693.	Moyes Bhanji Vs Prayosa Tiles	Construction	The complainant alleges that the accused delivered wrong set of tiles and agreed to deliver the types paid for and cater for repairs, but never did.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
694.	Stanslous Kariuki vs TiFi Slice	Financial Services	The complainant alleges that he took a loan from the accused and repaid within a week, based on the original repayment amount, but he was later slapped with further interests and threatened to repay.	Ongoing
695.	JME Simekha Vs Quickmart Supermarket Ltd-Nyalenda	Retail	The complainant alleges that he was charged more than the indicated offer price for refilling his cooking gas by the supermarket.	Ongoing
696.	Chris Karanja Vs Hot Point Ltd	Retail	The complainant alleges that a new cooker he bought from HotPoint broke down soon after and the accused came and repaired it, but it broke down again.	Ongoing
697.	Eric Omulo Vs Solar World Solutions Ltd	Retail	The complainant alleges that he bought a 3KVA power inverter from Solar World. He found that it was faulty while at home and returned it to the Solar World shop. However, Solar World provided him with a faulty replacement (S/N: 2407340910728).	Ongoing
698.	Jacobus Oudakker vs Natural World Safaris Kenya	Hospitality	The complainant alleges that after paying in full for a 9-day safari, the Tanzanian company refused to book lodging due to non-payment by the Kenyan agent. He and his friends paid for lodging themselves, with a promise from the Kenyan agent to refund them before departure.	Ongoing
699.	Rosaline Ogale Vs Queens Furniture	Retail	The complainant alleges that a faulty swing chair was delivered and returned twice by Queens Furniture. She requested for a refund of her KES 16,000 deposit, but has only received KES 5,000, with no further payments or responses from the seller.	Ongoing
700.	Mary Achakelong Vs Conpest Security Services Ltd	Professional Services	The complainant alleges that Conpest was contracted for security device installations worth KES 85,200 but repeatedly missed agreed times, showed poor conduct, caused property damage, and performed substandard work.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
701.	Jacob Van De Velden Vs Tausi Assurance Ltd	Insurance	The complainant indicated that he was unhappy with the manner in which his claim had been administered by Tausi, who for many months delayed the processing of his claim.	Ongoing
702.	Paul Nganga Mburu Vs Britam Insurance	Insurance	The complainant alleges that after 15 years of paying premiums to British American Insurance as per policy no. 161-27980, he received only KES 1,221,491.65 at maturity instead of the expected KES 2,004,660 plus bonuses.	Ongoing
703.	Kiriinya John Vs Sunculture	Retail	The complainant alleges that he purchased a Rain Maker solar pump on hire purchase, paying a deposit and agreeing to 30 monthly installments, but the pump failed to deliver the promised performance of 2,500 liters per hour.	Ongoing
704.	Martin Lele Vs Hela Capital Ltd	Financial services	The complainant alleges that he took a Kshs. 100,000 loan from Hela Capital, but only Kshs. 78,646 was disbursed. He was later informed he must repay Kshs. 359,000.	Ongoing
705.	Lucille Kahara VS Mayers Water (Malachite Limited)	Retail	The complainant alleges that she ordered and paid KES 3,063 for five crates of still water on 18th December 2023, but by 6th January 2024, the order had not been delivered.	Ongoing
706.	Kelvins Odhiambo VS Mogo Auto Ltd	Financial Services	The complainant alleges that he is a boda boda rider in Nakuru, and that Mogo Auto Ltd resolved his issues but now failed to return his motorbike. He has been trying to reach out to Mogo Auto Ltd but there has been no response.	Ongoing
707.	John Nganga Maina vs Mogo Auto Ltd	Financial Services	The complainant alleges that Mogo charged high, fluctuating interest on his vehicle loan in USD, making repayments unpredictable and hindering principal reduction despite timely payments since April 2024.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
708.	Robert Kamau vs Mogo Auto Ltd	Financial Services	The complainant alleges that he took a loan from Mogo Auto Limited on 16th Oct 2023, amounting to Ksh. 660,000/= and was supposed to repay within 24 months. Despite the facility advanced being in Kenya shillings, their interest tabulation was always in USD, which was not the currency in which they advanced to him.	Ongoing
709.	Norbert Adrian Vs Text Book Centre Ltd	Retail	The complainant alleges that he bought a printer from Text Book Centre on 4th March 2024, which developed multiple faults. After three returns and two months without resolution, he is demanding a full refund.	Ongoing
710.	David Mararo Vs Mogo Auto Ltd	Financial Services	The complainant alleges that he took a USD 2,538.51 (KES 300,000) loan from Mogo Auto Limited in July 2022, using his car as collateral. By December 2024, he had repaid KES 544,954 according to his M-Pesa records.	Ongoing
711.	Diana Akoth Oyoko and Mogo Auto Ltd	Financial Services	The complainant alleges that on 11th January, 2022, he was issued with a credit facility of Kshs. 450,000 by Mogo. The credit facility was issued in Kenya Shillings and payable in 60 months' installments of USD 222.06 or Kshs. 25,445.69 on a monthly basis. However, by 30th October, 2023, he had a balance of Kshs.598,400.	Ongoing
712.	David Herbling Vs Unga Ltd	Manufacturing	The complainant alleges that Unga Holdings Limited's Amana green grams packaging had no information on the source/origin of the pulses and did not indicate the variety of the green grams on its packaging.	Ongoing
713.	Eric Omulo Vs Solar World Solutions Ltd	Retail	The complainant bought a faulty 3KVA inverter from Solar World on 21/4/2025. After failed replacements and no response to refund requests, the issue remains unresolved.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
714.	Alice Achieng Vs Samsutech-Quality Fix Service Center	Retail	The complainant alleges that in November 2019, she bought a microwave from Samsutech – Quality Fix Service Center (Samsutech) model: MC32K7055CK. From the time she purchased the microwave, it has been returned (to Samsutech) for repair three (3) times; in February 2020, November 2020 and January 2021.	Ongoing
715.	Jesse Mwangi Vs Ijara Agencies Ltd	Real estate	The complainant alleged that electricity and water charges from Ijara Agencies fluctuated monthly without clear explanation, raising concerns over possible reselling at varying rates.	Ongoing
716.	Milka Cheptinga Vs Jambo Jet Ltd	Aviation	The complainants alleges that their flights were rescheduled and their refunds delayed	Ongoing
717.	Moses Mukuna Vs Naivas Supermarket Ltd	Retail	The complainant alleges that he bought a defective blender from the accused and upon returning the defective blender to them, they delayed in repairing or replacing it.	Ongoing
718.	Said Mohamed and Shiriki Magic	Manufacturing	The complainant alleges that the accused had been changing labels from expired jars containing coffee.	Ongoing
719.	Competition Authority of Kenya and Marico Ltd	Manufacturing	Mystery shopping - Parachute cooking oil labelling (100% pure coconut oil).	Ongoing
720.	CAK and Osho Grain	Manufacturing	The Authority initiated investigations against flour manufacturers and distributors.	Ongoing
721.	CAK and Marss Food Quality	Manufacturing	The Authority initiated investigations against flour manufacturers and distributors.	Ongoing
722.	Rohit Mederatta against Glovo	E-commerce	Complainant alleges non-refund by the accused for unavailable orders.	Ongoing
723.	Dennis Obonyo against Skyward Express	Aviation	Complainant alleges demand of additional charges by the accused for change of route of travel.	Ongoing
724.	Mariam Mukami against Mogo Auto	Financial Services	Complainant alleges unfair treatment by the accused related to a lump sum amount she used to offset her loan.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
725.	Sanjay Kananuagainst Mwananchi Credit	Financial Services	Complainant alleges inflated interest rate by the accused on his loan which he has since cleared.	Ongoing
726.	Bernd Lakemeier against Kenya Airways	Aviation	The complainant alleges that the accused cancelled the complainants flight and delayed refunding his payments.	Ongoing
727.	Manji Food Industries (Christopher Nzioka) Vs Cooperative Bank Ltd	Financial Services	Complainant alleges mismatch in the payment of its invoice by the accused.	Ongoing
728.	Siambe Bonvernture against Mogo Auto Ltd	Financial Services	The complainant alleges that the accused subjected the complainant to repayment of his loan in a foreign currency.	Ongoing
729.	Saul Maleya against Unilever Kenya Ltd	Manufacturing	The complainant alleges that the accused sold him a product without a corresponding spare-part in the market.	Ongoing
730.	Daniel Ngamate Vs Umoja Shop-Ongata Rongai	Retail Sector	The complainant alleges withholding of excess consideration paid for a purchase from the accused's premises.	Ongoing
731.	Lewis Karani against Atoz suppliers	Retail	The complainant alleges that the accused withheld the complainant's consideration arising from purchase of a laptop.	Ongoing
732.	Evans Kamori Vs Kenya Wines Agencies Ltd	Manufacturing	The complainant alleges that Kenya Wines Agencies Limited's (KWAL's) Yatta white grape juice claimed to be 100% pure white grape juice in its label and that the product listed proteins as part of its ingredients.	Ongoing
733.	Margaret Wairimu Warue Vs Platinum Credit Ltd	Financial services	The complainant alleges that the on 22nd July 2013, she applied for a loan of KShs 200,000 with Platinum at a monthly interest rate of 3.97%, a monthly repayment of KES 12,107, to run for 48 months effective 1st August 2013. There was no default by TSC, her employer as the loan was a check-off loan. The loan being a 48-month loan, would have lasted for four (4) years but she is being deducted the repayment to date.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
734.	Milka Cheptinga Vs Jambo Jet Ltd	Aviation	The complainant alleges that the accused delayed the flight hence causing them to incur financial loss.	Ongoing
735.	Joseph Burke Vs Vitu Zote	Retail	The complainant alleges that he was misled and sold to misrepresented mattress cover and sheet set	Ongoing
736.	Maurice Ndolo Vs Naivas Limited-Kisumu	Retail	The complainant alleges that he was sold a leaking water dispenser and requested the intervention of the Authority so that he be refunded.	Ongoing
737.	Hellen Mutua vs Tawi Wholesalers Limited	Retail	The complainant alleges that he ordered for 10 pieces of Ushindi Blue soap but what was delivered was Ushindi cream soap. She requested the Authority to intervene so that she be refunded because she returned back the Ushindi cream soap that was delivered.	Ongoing
738.	Jully Anyango vs Taifa Mabati Limited	Manufacturing	The complainant alleges that she ordered for iron sheets and made payment but the iron sheets were never delivered as was promised by the accused. She requested the Authority to intervene in fast-tracking the delivery of the order.	Ongoing
739.	Charles Kipkemboi vs Kilimall	E-commerce	The complainant alleges that he ordered for a Flip screen self-shoot camera but upon delivery, he realized that it was not a flip screen self-shoot camera.	Ongoing
740.	Nitesh Kumar vs Seen Technologies	Professional Services	The complainant alleges that they had a commitment with Seen Technologies team to develop software projects for them which they had even paid for and the project had not been completed	Ongoing
741.	Barness Kwoba vs Mwananchi Credit Limited	Financial Services (Microfinance)	The complainant alleges that he had difficulty in servicing his loan and consequently his unit was sold by Mwananchi Credit Limited without being informed. He therefore wanted the excess funds from the proceeds of the sale be refunded to him.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
742.	Victor Munjogu vs Top Dog Food	Retail	The complainant alleges that Top Dog Food that could have been highly toxic since his dog died after feeding it with the food.	Ongoing
743.	Collins Odoyo vs Kilimall Ltd	E-commerce	The complainant alleges that he ordered for a submersible water pump via Kilimall but upon receiving and testing, it did not work. He requested the Authority to investigate the conduct of Kilimall.	Ongoing
744.	Abdulmajid Manda vs Safaricom Plc	Telecommunica-tions	The complainant alleges that on two separate occasion he wrongly purchased airtime on M-Pesa platform to which he had an intention of sending money. However, Safaricom refused grant him redress.	Ongoing
745.	Kelvin Mithamo vs Nairobi Best Home Appliances	E-commerce	The complainant alleges that he bought a cooker and gas cylinder for KES 14,995 from Nairobibestappliances.com, but the seller kept delaying delivery despite multiple follow-ups.	Ongoing
746.	Ken Muthui vs Silent Bed	E-commerce	The complainant alleges that he bought a "Serenity, Complete Fabric Set" from Silent Bed priced at KES 79,995, but was charged KES 89,995. The shop assistants could not explain the KES 10,000 discrepancy.	Ongoing
747.	James Muchiri vs Bach Furniture	Retail	The complainant alleges that he bought a bed from Bach Furniture for KES 36,000, but it was unusable due to exposed bolts that could tear the mattress. The vendor ignored his concerns and failed to offer assistance	Ongoing
748.	Lucy Wanjiku Thoto vs Silvia Wangui Wanjiru	E-commerce	The complainant alleges that she bought an office desk from Lucy Wanjiku Thotho via Jiji, but the drawers were faulty. Although a refund was promised within a week, three months have passed without a refund, and the accused has since blocked her and become unresponsive.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
749.	Sharon Kinya vs Zuku (Wananchi Group)	Telecommunication	The complainant alleges that she paid KES 4,499 for ZUKU internet installation on 7th August, facilitated by agent James Wekesa Nyongesa. She was later informed the connection was not possible and promised a refund, which has not been issued despite follow-ups and a demand letter.	Ongoing
750.	Anton Pisaroglu vs Online Visa Fraud	E-commerce	The complainant alleges that he contacted a visa portal that promised an urgent 5 hours visa which I needed to enter Kenya urgently. He paid US$250 fee, due to the emergency of the situation but they never delivered the visa.	Ongoing
751.	Joshua Mbithi Kitheka vs Zilatrade Supplies Limited	Retail	The complainant alleges that the refund of KES 244,527/- for the goods which were not supplied. He also alleges that as a result of the delay in refund it has caused his business to paralyse its operations.	Ongoing
752.	Bethwell Owuor vs Mkopa Ltd	Financial Services	The complainant alleges that despite fully paying for a NOKIA smartphone worth KES 26,725, M-KOPA continues to restrict features like WiFi, hotspot, and torch, and issues custody reminders. Attempts to resolve the issue through their Rongo agent and customer care have been unsuccessful.	Ongoing
753.	James Okello vs KCB	Financial services	The complainant alleges that KCB bank falsely misrepresented that the duration of the loan was one day by indicating that he had defaulted 6 hours after he had taken the loan.	Ongoing
754.	Christopher Rosana vs Gusii Mwalimu Sacco Society Limited	Financial services	The complainant alleges that after withdrawing from Gusii Mwalimu SACCO and submitting the required notice, the SACCO declined to refund his KES 24,000 in deposits.	Ongoing
755.	James Were Oyuu vs Equabo Sacco	Financial services	The complainant alleges that after resigning from Equator Bottlers Limited in June 2023 and submitting a withdrawal request to Equabo Sacco, he has not received a full refund of his deposits.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
756.	Levin Makori vs Naivas Sacco	Financial services	The complainant alleges that he has been a member of the Naivas Sacco from March 2010 to August 2023. On 17th August 2023, he wrote a letter to Naivas Sacco informing them of his intention to withdraw his membership from Naivas Sacco effective 21st August 2023. He has neither received any response from Naivas Sacco nor a refund of his Sacco savings.	Ongoing
757.	Prof. Albert Kimutai vs Real People Kenya Ltd	Financial Services	The complainant alleges that after fully repaying a KES 5 million loan plus KES 1.5 million interest, Real People Kenya Limited is demanding an additional KES 4.5 million, totaling over KES 11 million for the same loan.	Ongoing
758.	Albert Kimutai vs ABSA Bank Kenya	Financial services	The complainant alleges that he was allegedly complaining for the umpteenth time about ABSA's unreliable USSD system that keeps failing almost daily. That when he travelled, he could not use the system since his card had been blocked so he was forced to use another bank system. Further, ABSA Bank doesn't refund client money deducted via USSD system when the system fails mid-way unless one is prompted to do so.	Ongoing
759.	Achola Michael Odhiambo vs Onfon Media Limited	Retail	The complainant alleges that he bought an Infinix Hot 12 Play via *Lipa Pole Pole* from Digital Mobile, paying a KES 6,200 deposit on 4th Feb 2023. After losing the phone, he was informed the lost phone could not be traced and replacement was conditional on clearing the outstanding loan balance.	Ongoing
760.	CAK vs Wild Africa Honey	Manufacturing	The Authority initiated investigations into the Honey sector	Ongoing
761.	CAK vs Producers Direct	Manufacturing	The Authority initiated investigations into the Honey sector	Ongoing
762.	CAK vs Naturalli Pure Honey	Manufacturing	The Authority initiated investigations into the Honey sector	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
763.	Competition Authority of Kenya and Rangechem Pharmacy Ltd	Health	The Authority initiated investigations into the Pharmaceutical sector	Ongoing
764.	Competition Authority of Kenya and Therapeutical Pharmacy Ltd	Health	The Authority initiated investigations into the Pharmaceutical sector	Ongoing
765.	CAK vs Azmon Pharmacy Ltd	Health	The Authority initiated investigations into the Pharmaceutical sector	Ongoing
766.	CAK vs Dynamix International Limited	Manufacturing	The Authority initiated investigations into the Cosmetics sector	Ongoing
767.	CAK vs Naivas Ltd Nairobi	Retail	The Authority initiated investigations into Labelling of Retailer-branded products sold by supermarkets and misleading claims regarding prices of products on promotion	Ongoing
768.	CAK vs Mathai's Supermarket -Thika	Retail	The Authority initiated investigations into Labelling of Retailer-branded products sold by supermarkets and misleading claims regarding the prices of products on promotion	Ongoing
769.	CAK vs Mama Watoto Supermarket Ltd	Retail	The Authority initiated investigations into Labelling of Retailer- branded products sold by supermarkets and misleading claims regarding the prices of products on promotion	Ongoing
770.	CAK vs Kisii Mart Ltd	Retail	The Authority initiated investigations into Labelling of Retailer- branded products sold by supermarkets and misleading claims regarding the prices of products on promotion	Ongoing
771.	CAK vs Cleanshelf Supermarkets	Retail	The Authority initiated investigations into Labelling of Retailer-branded products sold by supermarkets and misleading claims regarding the prices of products on promotion	Ongoing
772.	Antony Githegi Kingoro and Mogo Auto Ltd	Financial Services	The complainant alleges that he took a loan of KES 450,000. However, the accused overcharged him.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
773.	Benson Kyalo Mutula vs Epicentre Africa Ltd	Retail	The complainant alleges that he bought a reverse osmosis machine from Epicentre on 30th June 2017 for KES 443,910, which he paid the same day. Epicentre acknowledged receipt but later demanded an extra KES 112,804.61, claiming a price increase not in the original quotation	Ongoing
774.	Anthony Macharia vs Mogo Auto Ltd	Financial Services	The complainant alleges that in 2020, he applied for a loan of KES 360,000 from Mogo Auto Ltd. The loan disbursed to his account was KES 340,000, with no explanation provided for the deduction of KES 20,000 at the point of disbursement. The loan was secured using his motor vehicle, a Nissan Tiida KCM 426A, valued by Mogo Auto Limited at KES 650,000.	Ongoing
775.	Alfred Mghanga Mwandoe vs Letshego Kenya Ltd	Financial Services	The complainant alleges that he took a loan from LETSHEGO in 2019, restructured in 2020, and settled in 2024. He later found the restructure terms unfavorable, with most payments going to interest and little to principal.	Ongoing
776.	Antony Wambua vs Mogo Microfinance Ltd	Financial services	The complainant alleges that Mogo Auto Limited online loaned him KES 200,000, but Mogo wanted him to pay close to half a million within a year.	Ongoing
777.	Emily K Ondieki vs Mogo Auto Ltd	Financial Services	The complainant alleges that Mogo violated the Consumer Protection Act, by advancing unjustifiable loan interest and installment in USD. Mogo went ahead to repossess her car using forceful means and threats.	Ongoing
778.	Derick Oyengo Adera vs Prime Roofing Company	Manufacturing	The complainant alleges that he placed an order for *Mabatis* (Iron sheets) which were never delivered and efforts for get his refund have been futile.	Ongoing
779.	Neema Mwingu vs Standard Chartered Bank	Financial services	The complainant alleges that she took a loan from Standard Chartered Bank at an interest rate of 15.25% but later got a message from the bank indicating that the loan interest was to be amended to 16%	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
780.	CAK Vs Marlin Chemists	Retail	The complainant alleges that the accused was supplying pharmaceutical products that do not comply with the prescribed consumer product information standard, as required by Clause 3.1 of the KS EAS 1829:2019 – Labeling of Products – General Requirements.	Ongoing
781.	George Gachanja vs Kerio Valley Natural Honey	Retail	The complainant alleges that purchased honey and later found out that it was 'stale honey'	Ongoing
782.	Evans Gichia vs Mwananchi Credit Ltd	Financial services	The complainant alleges that Mwananchi Credit failed to return his Logbook and engine documents.	Ongoing
783.	Sun Junior vs Elia Thuo & JIJI.CO.KE	E-commerce	The complainant alleges that he was sold a low quality mattress.	Ongoing
784.	Jackline Nkatha vs I & M Bank	Financial services	The complainant alleges that the bank activated his account without consent and applied ledger fees deducting all his deposited cheque amount.	Ongoing
785.	Japheth Ogutu vs Bolt Kenya	Digital Taxi	The complainant alleges that Bolt driver charged him more than was on invoice, and he also paid twice the amount owing to delayed M-Pesa confirmation message. Bolt failed to offer a refund.	Ongoing
786.	Michael Runji vs NCBA Bank Ltd	Financial services	The complainant alleges that NCBA bank failed to offer insurance sticker as per agreed periods but instead offered for one month, leading to his arrest.	Ongoing
787.	Victor Oloo vs TiFi Slice Loan App	Financial Services	The complainant alleges that TiFi Slice app had changed the terms of the loan and imposed additional instalments with exorbitant interest to his loan	Ongoing
788.	CAK vs Green Forest Honey	Manufacturing	The Authority initiated investigations into the Honey Sector	Ongoing
789.	CAK vs Lemon & Ginger Honey	Manufacturing	The Authority initiated investigations into the Honey Sector	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
790.	CAK vs Shoreline Pharmacy Ltd	Healthcare	The Authority initiated investigations into the Pharmaceutical Sector	Ongoing
791.	CAK vs Wild Bush Honey	Manufacturing	The Authority initiated investigations into the Honey Sector	Ongoing
792.	Sylvia Wanyonyi vs Stanbic Bank	Financial Services	The complainant alleged that she had erroneously deposited money into the wrong account, and the bank failed to reverse it.	Ongoing
793.	Moyez Sadrudin Esmail vs Vision Tech Wholesalers	Retail	The complainant alleges that he bought a water boiling jar, which turned out to be faulty, and the seller failed to replace it despite having a warranty.	Ongoing
794.	Evans Kamori vs GlaxoSmithKline	Retail	The complainant alleged that he bought baby food for his child, which he found to have some labelling issues and claimed that there are other manufacturers with similar issues.	Ongoing
795.	Peter Nyaga vs Momentum Microfinance	Financial Services (Microfinance)	The complainant alleged that Momentum Microfinance stated that the loan he took of KES 200,000 would be on a reducing balance. He has been paying a fixed rate of KES 21,000 for 24 months, leading to a cumulative amount of KES 86,000 with an interest of KES 286,000.	Ongoing
796.	Mwita Nelson vs Bolt Food	E-commerce	The complainant alleges that Bolt Food disposed of his food despite receiving his payment. The rider called him 3 times after arriving at his location before leaving. The complainant called the rider back within the 10-minute delivery window but was later informed that the food had been disposed of.	Ongoing
797.	Godfrey Tengi vs Cape to Cape	E-Mobility	The complainant alleged that he purchased an electric bike/ scooter from Cape to Cape, which they claimed could travel a distance of 80km per charge, whereas it only travelled 20-35km per charge. In addition, they claimed that it would take 3 hours to fully charge, but it takes 6 hours to charge 65%.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
798.	Diane Okock vs Stanbic Bank Limited	Financial services	The complainant alleged that Stanbic Bank hired the services of the debt collector, AFS, without informing her first, despite her communicating her request for a restructuring of her loan and her willingness to pay. She also alleged that AFS knew when she made M-PESA payments, which implies they had access to her loan statement, which is against Data Privacy Laws.	Ongoing
799.	Evans Kamori vs KDL Group	Manufacturing	The complainant alleged that he purchased glucose for his child that was packaged by KDL Group. The glucose package indicated the sell-by date instead of the expiry date, which is against product safety and labelling standards.	Ongoing
800.	Veronica Njonjo vs Magnum Credit Limited	Financial Service	The complainant alleges that Magnum Credit detained her vehicle despite her clear communication to them about a proposed buy-off of her loan of KES 1,600,000, which was almost complete save for valuation.	Ongoing
801.	Simon Gathecha vs SMEP Microfinance Bank Limited	Financial Services	The complainant alleged that despite paying more than what he owed, SMEP Bank misrepresented the loan amount to CBK and moved to dispose of his property to recover the sum they claimed. He also alleged that they moved his loan balance from KES 374,117 to KES 2,673,707 without justification.	Ongoing
802.	Nelson Moraro vs Spiro Electric Motorbike Company	E-Mobility	The complainant alleges that he bought an electric motorbike from Spiro Motors, but they failed to provide him with a charger as they had indicated. They also failed to inform him that the owner of the bike would not own the battery.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
803.	Peter Mbithi Nzuki vs Mogo Auto Ltd	Financial Services	The complainant alleges that Mogo unfairly repossesses cars multiple times, possibly recycling the same vehicle among friends or family. Despite paying KES 240,000 in loans, his repossessed car sale proceeds didn't clear his debt, which he finds suspicious.	Ongoing
804.	Hashim Ali Zuber vs Premier Kenya & Mwananchi Credits	Financial Services	The complainant alleged that Premier Kenya increased his loan from KES 60,000 to KES 150,000 without his consent, yet deductions continue with a balance of KES 1,051,971 as of June 2024. He also claimed that Mwananchi Credit bought a KES 420,000 loan, made inconsistent deductions, and now his pay slip shows an owed balance of KES 3,258,313.	Ongoing
805.	Solomon Cheruiyot Vs Smart Phone Store Ke LTD	Retail	The complainant alleged that he bought a phone for KES 96,000 from Smart Phone Store Ltd, but it developed screen issues after e-SIM activation. The store demanded KES 40,000 for repairs despite a valid warranty, and the problem remains unresolved despite follow-ups.	Ongoing
806.	Charles Kabena vs Kenya Airways	Aviation	The complainant alleged that he missed his Nairobi-Kigali flight due to a schedule change he wasn't informed about and had to pay USD 807.10 for a new ticket. He requested a refund from Kenya Airways but is still waiting after being told it would take 21-30 working days.	Ongoing
807.	Mit Gudka vs Cool Fresh Waters and Kesaka Limited	Retail	The complainant alleged that he bought empty water bottles from Cool Fresh Waters and Kesaka Limited, but later found the water quality poor. He requested a refund of the KES 5,000 deposit but was told to give 3 months' notice and return bottles before getting 80% back. He claims he was not informed of this policy and never received a copy.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
808.	CAK vs Shivling Supermarket	Retail	The Authority found that Shivling Supermarket's sugar labelling lacked the date of manufacture, expiry date, and batch number, contrary to KS EAS 38:2014 standards.	Ongoing
809.	Peter Githinji vs Mwananchi Credit Limited	Financial Services	The complainant alleged that he took a KES 470,000 loan from Mwananchi Credit, but only received KES 414,725. After nine months, Mwananchi Credit demanded KES 1,146,649.46 to release his vehicle logbook, charging interest for ten months instead of nine.	Ongoing
810.	Lewis Murimi vs Silmart Supermarket	Retail	The complainant alleged that he bought a microwave from Silmart Supermarket in September 2022 with a one-year warranty. After returning it as faulty in August 2023, the Supermarket took his receipt but refused to refund or issue a voucher, insisting on repair, yet has not provided any feedback.	Ongoing
811.	Kevin Kisika vs Majid Al Futtaim T/A Carrefour Hypermarkets	Retail	The complainant alleged that a cashier swiped a pineapple twice for KES 301, making him pay double for the product, and he was not refunded.	Ongoing
812.	Benjamin Kiundu Ndeni vs Jafari Credit Ltd	Financial Services	The complainant alleged that he took a loan of KES 800,000 but was required to repay an interest amounting to interest of KES 391,893.50 within four days, and that what Jafari was offering was not in the terms and conditions of the loan.	Ongoing
813.	David Herbling vs Norda Industries Ltd	Retail	The complainant alleged that he bought Cribaz Crisps from QuickMart Supermarket, but the product did not display the weight of the package, and it was presented to consumers as being of 200g in net weight, although the packaging indicated that the weight was 180 g.	Ongoing
814.	Stansious Kinunga vs Tifislice	Financial Services	The complainant applied for a KES 10,000 loan via the TiFislice app but received only KES 9,360 without prior notice and was required to repay KES 2,128 weekly over 8 weeks.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
815.	Margaret Kanyaa Kimanzi vs Mogo Microfinance	Financial Services	The Complainant alleged that Mogo was overcharging her with KES 500,000 and that despite clearance of the amount, she was told that her loan balance was KES 507,394.	Ongoing
816.	Collins Lumumba vs Mogo Microfinance	Financial Services	The Complainant alleged that in June of 2021 and he later noticed that I was paying more than KES 50,000 per month, and on enquiring, he was told that he was repaying in dollars, and the more the dollar rose above the shilling, he would pay more to a tune of KES 90,000 per month.	Ongoing
817.	David Tundo vs Royal Mabati Factory Limited	Manufacturing	He ordered and paid for iron sheets from Royal Mabati Factory Limited, which were not delivered at the agreed time and have not been remedied.	Ongoing
818.	Okoth Geoffrey Olieng'o vs Mogo Microfinance	Financial Services	The complainant alleged that in February 2022, he took a KES 250,000 logbook loan from Mogo Finance, initially disbursed in Kenyan shillings, but later was told the loan was in dollars, causing monthly instalments to increase due to exchange rate fluctuations—a detail not disclosed at application.	Ongoing
819.	John Muthomi vs Mogo Microfinance	Financial Services	The complainant alleged that he took a loan of KES 300,000 from Mogo in June 2021 and had paid KES 560,000. They still demanded KES 419,000 despite the repayments.	Ongoing
820.	Caleb Josephat Nyakang'o vs Mogo Microfinance	Financial Services	The complainant alleged he bought a car on hire purchase from Rift Cars Motor and transferred the balance of KES 390,000 to Mogo. Mogo still demanded charging monthly instalments instead of the agreed KES 25,000.	Ongoing
821.	Cleophas Mumia vs M-Kopa	Financial Services	The complainant alleged that he took a loan from M-Kopa and faithfully serviced the loan. M-Kopa gave him another loan without his consent. He serviced the second loan and wanted a refund from M-Kopa, but they failed to offer the same.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
822.	Robert Miano vs Pioneer Electronics	Retail	The complainant alleged he bought a magic remote from Pioneer Electronics for KES 4,000. He demanded a refund or replacement after the remote proved incompatible and lacked promised features.	Ongoing
823.	Simon Ong'ang'i v Simba Cement and Taifa Mabati Mills	Manufacturing	The complainant alleged that he ordered 80 bags of Simba cement for KES 40,800, but they were not delivered, and calls went unanswered. He also purchased 65 iron sheets from Taifa Mabati, which later faded, yet no action was taken despite a quality assurance promise.	Ongoing
824.	Smart Anwani Solutions vs The Postal Corporation of Kenya	Information and Communication Technology	The complainant alleged that the termination of its contract with the Postal Corporation of Kenya was unjustified and in bad faith. They claimed the accused misrepresented legal capacity, failed to address breaches amicably, and owes KES 17,822,000 in unpaid invoices from 2023. They demand payment, retraction of termination, and a resolution meeting.	Ongoing
825.	Julius Kiogora vs Mogo Auto Limited	Financial Services	The complainant raised concern that despite paying approximately KES 1.8 million towards a KES 734,000 motor vehicle loan from Mogo Auto Limited (Loan Ref: AG2826203), a substantial balance of KES 411,544 remained unexplained, and previous visits to seek clarification yielded no satisfactory response.	Ongoing
826.	Joseph Kasii vs Mogo Auto Limited	Financial Services	The complainant took a loan from Mogo Auto Limited. After making payments for some time, Mogo Microfinance contacted him, requesting that he top up the loan balance. However, he decided instead to fully settle the outstanding loan balance. He requested a loan statement to confirm the amount due and cleared the balance based on that statement. However, the loan statement had been provided to him.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
827.	Titus Micheni Gitonga vs Mogo Auto Limited	Financial Services	The complainant alleged that he obtained a logbook loan of KES 150,000, using his motor as collateral. Despite having repaid approximately KES 310,000, the lender further demanded an additional KES 120,000 and threatened repossession of the vehicle.	Ongoing
828.	Jason Miyienda Nyambati vs Mogo Auto Limited	Financial Services	The complainant's late wife obtained a loan of KES 870,000 from Mogo Auto Limited, secured against the motor vehicle logbook. Despite her partial repayment of KES 213,000 before her passing, Mogo unlawfully repossessed the vehicle, inflated the debt to KES 1,084,000 using an unjustified dollar exchange rate, and later breached a settlement agreement by attempting to auction the vehicle. The complainant demanded its immediate return, cessation of harassment, and regulatory intervention.	Ongoing
829.	Robert Wanjala vs Mogo Auto Limited	Financial Services	The complainant obtained a loan from Mogo Auto Limited secured against the motor vehicle logbook and indicated that he had made consistent repayments while maintaining communication regarding arrears. Despite this, Mogo unlawfully repossessed the vehicle without notice, issued an unjustified 7-day sale notice while ignoring prior correspondence, and inflated the outstanding balance without explanation.	Ongoing
830.	Dan John vs Mogo Auto Limited	Financial Services	The complainant obtained a loan of KES 400,000 from Mogo Auto Limited secured against the motor vehicle Logbook. Despite having repaid KES 845,770 (exceeding the agreed total of KES 819,123), Mogo dispatched auctioneers to repossess the vehicle while unlawfully demanding an additional KES 136,400 based on an unjustified dollar exchange rate not stipulated in the original agreement.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
831.	Chris Ocheing vs Mogo Auto Limited	Financial Services	The complainant obtained a KES 50,000 logbook loan from Mogo Auto Limited with a one-year repayment term. Despite having repaid KES 92,203 (nearly double the principal), Mogo still demanded an additional KES 64,000, totalling 312% of the original loan amount, while withholding the complainant's motorbike and logbook. The complainant asserted that Mogo failed to provide transparent interest calculations or consistent repayment terms, with multiple representatives giving conflicting information.	Ongoing
832.	Godfrey Anzaya vs Mogo Auto Limited	Financial Services	The complainant alleged that the accused unfairly repossessed a vehicle that he used as collateral when securing a loan. He tried to negotiate his case with Mogo, but his efforts were in vain.	Ongoing
833.	Christopher Mwangi Njoroge vs Mogo Auto Limited	Financial Services	The complainant obtained a loan from Mogo Auto Limited secured against his vehicle. Despite making substantial repayments, Mogo unlawfully repossessed his car and terminated his account without justification, while also listing him on the CRB. The repossession has caused severe financial strain and mental distress. Mogo failed to respond to his complaints and put the vehicle up for sale.	Ongoing
834.	Avichal Sevak vs Mogo Auto Limited	Financial Services	The complainant obtained a KES 770,000 vehicle loan from Mogo Auto Limited. And had repaid KES 2,600,000, more than triple the principal amount. Despite this full repayment, Mogo continued to demand an additional KES 190,000 while subjecting the complainant to harassment and repossession threats. The complainant asserts that the lender failed to provide a transparent accounting of payments or justification for the inflated balance.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
835.	Margaret Wanjiku Gatundu vs Mogo Auto Limited	Financial Services	The complainant obtained a KES 169,000 loan from Mogo Auto Limited secured against her vehicle logbook and had repaid KES 380,000 (225% of the principal). Despite this full repayment, Mogo continued to demand an unjustified KES 90,000 balance while withholding the logbook. The complainant alleges that the lender failed to provide a transparent accounting of how the payments were applied.	Ongoing
836.	James Mbugua vs Mogo Auto Limited	Financial Services	The complainant alleged that he obtained a motorbike loan from Mogo in February 2022 and maintained payments until the insured motorbike was involved in an accident. Despite submitting an accident affidavit and releasing the motorbike to Mogo for repairs, the company fraudulently reported incorrect loan dates, falsely stated the last payment date, and unjustly tainted the complainant's CRB score to zero without notification.	Ongoing
837.	Esther Njeri vs Mogo Auto Limited	Financial Services	The complainant alleged that she obtained a KES 312,000 asset financing loan from Mogo Auto Ltd for Nissan March in Kenyan shillings. That despite faithfully paying KES 30,000 monthly for 12 months followed by KES 23,000 for 7 months, Mogo had unlawfully converted the contract to USD without complainant's consent, using fluctuating exchange rates to inflate the balance to KES 232,000 and refused to provide proper accounting despite repeated requests, and threatened repossession while she had only one month in arrears.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
838.	Cyrus Muriithi Mwirichia vs Mogo Auto Limited	Financial Services	The complainant alleged that he obtained vehicle financing loan from Mogo Auto Ltd for a car valued at KES 2,350,000, receiving KES 1,000,000 initially and an additional KES 300,000 business loan after six months. Despite repaying KES 1,000,000, Mogo was claiming an outstanding balance of KES 1,720,000, alleging a further disbursement of KES 1,000,000 that the complainant never received or authorized. Additionally, Mogo unlawfully changed the loan's next of kin from the complainant's wife to an unknown individual (Doris Wanjiku) without consent.	Ongoing
839.	Shadrack Mutuku Mwanza vs Mogo Auto Limited	Financial Services	The complainant alleged that he obtained a total loan of KES 851,116 from Mogo Auto Limited against his vehicle but business challenges led to default. His car was repossessed and auctioned despite having repaid KES 868,808. Mogo claimed over KES 1.3 million as outstanding balance. He contests the loan's conversion to USD without disclosure, CRB listing without notice, and unexplained charges.	Ongoing
840.	Edwin Birech vs Mogo Auto Limited	Financial Services	The complainant obtained a loan facility from Mogo in Kenyan shillings, but the lender unilaterally converted the currency to US dollars without his consent.	Ongoing
841.	Anthony Kungu Ndungi and Mogo Auto Limited	Financial Services	The complainant obtained a KES 325,000 loan from Mogo only to discover that repayments were covertly calculated in USD. Mogo failed to disclose this critical term during signing and Mogo's agent misrepresented the loan's financial implications to the complainant.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
842.	Samson Sande vs Mogo Auto Limited	Financial Services	The complainant obtained a motorbike loan of KES 135,900 from Mogo. Despite paying KES 202,944 and receiving an unsolicited 6-month extension due to repayment challenges, Mogo unlawfully repossessed and sold the motorbike after one missed payment and then demanded an additional KES 67,044 despite having sold the asset.	Ongoing
843.	Rose Nanyokia Wekesa vs Mogo Auto Limited	Financial Services	The complainant obtained a vehicle loan from Mogo which was disbursed in KES but later converted to USD repayments without her consent.	Ongoing
844.	Edmund Njuguna vs Mogo Auto Limited	Financial Services	The complainant obtained log book loan of KES 300,000 from Mogo which was disbursed in KES, but Mogo unlawfully converted repayments to USD without consent.	Ongoing
845.	Caleb Josphat Nyakang'o vs Mogo Auto Limited	Financial Services	The complainant alleged that he paid KES 600,000 for a Toyota Sienta through Riftcars Motors before being fraudulently transferred to Mogo, where payments were arbitrarily increased from the agreed KES 25,000 per month.	Ongoing
846.	Winnie Otieno vs Mogo Auto Limited	Financial Services	The complainant alleged that he obtained a KES 1.7 million loan from Mogo and had paid over KES 3 million (176% of the principal). Mogo failed to provide proper accounting to justify the outstanding balance, and collected monthly insurance premiums of KES 16,000 while issuing only one insurance certificate.	Ongoing
847.	John Waiharo Njoroge vs Mogo Auto Limited	Financial Services	The complainant alleged that he obtained a KES 400,000 vehicle loan from Mogo, paying a KES 100,000 deposit with KES 300,000 to be repaid in installments. Despite the original agreement being in KES, Mogo unlawfully converted the loan to USD without his consent.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
848.	Patrick Kanyili vs Mogo Auto Limited	Financial Services	The complainant obtained a motorbike loan from Mogo with a KES 50,000 deposit and KES 318,000 principal at 1.45% monthly reducing interest. Despite paying KES 457,000, the complainant alleges that Mogo fabricated three fake agreements to demand an extra KES 176,000 for logbook release, falsely claimed loan extension via unauthorized USSD prompts, and continued threatening him with repossession.	Ongoing
849.	Stephen Moturi vs Mogo Auto Limited	Financial Services	The complainant alleged that he obtained a vehicle loan of KES 425,601 from Mogo, with the first installment fully repaid. Despite having paid KES 619,764 (146% of the principal) over three years, Mogo continued to unlawfully charge interest on the already-repaid principal amount, and falsely claimed outstanding payments are due.	Ongoing
850.	Kevin Namasake vs Mogo Auto Limited	Financial	The complainant alleged that he obtained a vehicle loan from Mogo, which was involved in an accident shortly after disbursement. Despite having comprehensive APA Insurance coverage and complying with all requirements, Mogo breached their agreement to reimburse repair costs after receiving receipts, unlawfully repossessed and sold the vehicle during active insurance proceedings, and wrongfully listed the complainant on CRB without justification.	Ongoing
851.	Arthur Agina and Mogo Auto Ltd	Financial services	The complainant alleged that he took a loan from Mogo Microfinance and noticed after months of paying that the loan amount was increasing and not decreasing as would be expected. He attributed the same to having to pay interest rates in dollars instead of KES.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
852.	Makuba Xavier Kencom Sacco	Financial Services	The complainant alleged that, despite giving the required 60-day notice to withdraw from Kencom Sacco as per its by-laws, the Sacco declined to refund his deposits.	Ongoing
853.	Patrick Okome and BMG Holdings	Retail	The complainant alleged that he purchased a motor bike from BMG holdings. That during the purchase he was issued with a promotional voucher to redeem fuel at Ola Petrol Station. However his efforts to redeem the same had been futile due to being frustrated by BMG Holdings.	Ongoing
854.	Samuel Gathoni vs Naivas Supermarkets Ltd	Retail	The complainant alleged that he found a wire in bread that he purchased from Naivas Waterfront branch.	Ongoing
855.	Evans Kamori vs Wrigleys (Orbit) Ltd	Manufacturing	The complainant alleged that the Orbit product by Wrigleys is labelled in a foreign language contrary to the labeling requirements.	Ongoing
856.	Mukoya Mwairumba vs CIC Insurance	Insurance	The complainant's education policy at CIC expired and he signed a discharged voucher but had not been paid.	Ongoing
857.	Evans Kamori vs Promasidor Kenya	Manufacturing	The complainant alleged that the Sossi product by Promasidor claimed to be beef flavored and vegan friendly which was not true.	Ongoing
858.	Geoffrey Kerongo vs Mogo Auto Limited	Financial Services	The complainant alleged he took a loan of KES 335, 000 from Mogo and had repaid a sum of KES 625,000 but Mogo still demanded more payment.	Ongoing
859.	Nelson Mwongela vs Platinum Credit Ltd	Financial Services	The complainant alleged that he took a loan from Platinum Credit Ltd and had been repaying but the balance was not decreasing.	Ongoing
860.	Michael Runji vs NCBA Bank	Financial Services	The complainant alleged that he acquired an Insurance Premium Financing loan from NCBA but he never received the cover despite having paid a sum of KES 105, 000.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
861.	Pharmaceutical sector investigations	Pharmaceutical Products	The Authority initiated investigations into the conduct of players in the distribution and retail of Pharmaceutical products after observing that some of the medicine did not comply with consumer protections provisions of the Act.	Ongoing
862.	Robert Theuri Maina vs Co-operative Bank	Financial Services	The complainant alleges that he took a loan amounting to KES. 2,390,874.55. That after making several repayments and taking top-up loans, he alleges that Co-Op Bank altered the loan figures to his disadvantage, and further indicated that his employer, the Teachers Service Commission (TSC) had not approved the loan. He was seeking the Authority's help in ensuring all insurance fees for all cleared loans to be refunded including negotiation fees.	The complainant was advised to lodge the complaint with the Central Bank of Kenya.
863.	CAK vs Maliba Pharmacy Ltd	Pharmaceutical products	The Authority initiated investigations into labelling claims made by Diamicron, a pharmaceutical product supplied by Maliba Pharmacy, to confirm if the claims comply with consumer welfare provisions of the Act.	Ongoing
864.	Anthony Nderitu vs Kenya Commercial Bank	Financial Services	The complainant alleged that after securing a KES 240,000 credit facility, he was charged undisclosed debit interest of KES 8,857 and unexplained late payment fees of KES 12,724 based on unclear billing and repayment cycles.	Ongoing
865.	CAK vs Cendco Pharmaceuticals Ltd	Pharmaceutical products	The Authority initiated investigations into labelling claims made by Aerius, Duphastone, Plavix, Diamicron, Salazopyrin and Forxiga, pharmaceutical products supplied by Cendco, to confirm if the claims comply with consumer welfare provisions of the Act.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
866.	Kate Kiguru vs Villa Care Kenya Limited	Housing	The complainant alleged that the accused made false claims about the quality and facilities of their apartments when she was making a purchase and that Villa Care was unresponsive to her requests for repairs to be undertaken in her apartment.	Ongoing
867.	Charles Nyamai vs Imarisha Mabati Limited	Retail	The complainant alleged that iron sheets purchased from Imarisha Mabati, guaranteed to be fade-free for five years, faded in less than three years.	Ongoing
868.	Georgina Mwangi vs Bloomingdale Planners Limited	Event Management	The complainant alleged that after paying a KES 300,000 deposit for bridal shower and wedding planning worth KES 754,000, the accused delayed starting the plans and then terminated the contract without refunding her deposit.	Ongoing
869.	Pheodor 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 takes only 15 seconds. He further alleged that from his own experience it took him more than 4 weeks to get the approval.	Ongoing
870.	Richard Oriwo vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that after purchasing 60 iron sheets for KES 70,600 on installment and completing payment, the accused failed to deliver the iron sheets within the promised 14-day timeline.	Ongoing
871.	Peter Kaata vs Mwananchi Credit Limited	Financial services	The complainant alleged that after taking a KES 2,004,156 loan and opting for early settlement, the accused issued erroneous statements with undisclosed exorbitant charges of KES 473,203.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
872.	Francis Kimani vs Mwananchi Credit Limited	Financial Services	The complainant alleged that after taking a KES 600,000 loan with the understanding that early settlement after six months would only require payment of the principal, the accused changed the terms when he opted to settle after nine months and issued a statement including undisclosed exorbitant interest charges.	Ongoing
873.	Neville Omangi vs Equity Bank	Financial Services	The complainant alleged that the accused introduced a mandatory KES 2.26 SMS alert charge without prior notice and denied consumers the option to opt out, violating their consumer rights.	Ongoing
874.	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.	Ongoing
875.	Nick Midwa vs Kiswah Trading Limited	Motor Vehicle	The complainant alleged that after buying a second-hand lorry, he discovered an engine fault requiring a new engine; however, the accused denied responsibility and refused to cover any repair costs.	Ongoing
876.	Esther Aduvagah vs Hela Cred Limited	Financial Services	The complainant took a loan of KES 100,000 from the accused. She had been paying the loan with the amount repaid so far being KES 185,000 which was double the amount that was disbursed to her.	Ongoing
877.	Sylvia Kareri vs Kamili Packers Limited	Retail	The complainant purchased a 2kg packet of sugar packaged by the accused. He alleged that the packaging date on the sugar had been postdated.	Ongoing
878.	Oliver Emmanuel Lewa vs KCB Kisauni Branch	Banking	The complainant alleged that after setting up a monthly KES 3,000 money order to Madison Insurance starting July 2023, no payment was sent in August, and instead his account was charged a KES 2,875 penalty for insufficient funds.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
879.	Benard Omuony vs Majid- Al-Futtaim T/A Carrefour Hypermarkets Limited	Retail	The complainant alleged that the accused was engaging in deceptive marketing practices in their outlets and through their mobile App, whereby the prices that the customers were required to pay were higher than those advertised.	Ongoing
880.	Haider Ali vs Colcal Machinery Limited	Retail	The complainant alleged that they purchased 10 pieces of 545 Watt Jinko solar panels worth KES 564,400 from the accused. The accused however delivered 423 Watt solar panels, which was a different specification from that which he had ordered.	Ongoing
881.	Moureen Dinah vs Snowbell Card Communications	Retail	The complainant alleged that she purchased a mobile phone worth KES 4,900 from the accused. The phone stopped working four days after she purchased it and the accused refused to replace it or refund her money.	Ongoing
882.	Stephen Momanyi vs Topsupps	Retail	The complainant alleged that after buying a KES 4,300 solar charge controller that initially worked, it stopped functioning and the accused refused to replace the faulty product.	Ongoing
883.	Recall of Powerboards- LG Electronics	Retail	The Authority received a request for advisory from LG Electronics regarding the process of conducting voluntary product recalls in Kenya.	Ongoing
884.	Dr. Lynda Allan vs KLM Royal Dutch Airlines	Aviation	The complainant alleged that after purchasing KLM flight tickets worth USD 2,835.40, she and her family were denied boarding because they had booked a different airline for their return flight. Despite the full payment, KLM declined to reschedule and offered only USD 276.40 as a refund	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
885.	Recall of Woolworths Peanut Butter Ice Cream	Retail	The Authority received a notification from the COMESA Competition Commission indicating that it had received communication from Woolworths Proprietary Limited regarding the recall of their product "Peanut Butter Dairy Ice Cream 2L" in Zambia with immediate effect due to presence of high levels of aflatoxins.	Ongoing
886.	Victor Aduwo vs Kencom SACCO	Financial Services	The Complainant alleged that the accused withheld his savings of KES 200,000 since he withdrew from the SACCO in the year 2019 against the SACCO by laws that provide that refunds will made 60 days after withdrawal of membership.	Ongoing
887.	Christine Njoroge vs Metropolitan SACCO	Financial Services	The Complainant alleged that the accused deliberately withheld her savings of KES 606,607 since 2019 against the SACCO by laws that provide that refunds will made 60 days after withdrawal of membership from the SACCO.	Ongoing
888.	Kevin Maweu vs Afya SACCO	Financial Services	The Complainant alleged that the accused deliberately withheld his savings since 2019 against the SACCO by laws that provide that refunds will made 60 days after withdrawal from the SACCO.	Ongoing
889.	Monica Wandia vs Metropolitan SACCO	Financial Services	The Complainant alleged that the accused deliberately withheld her savings against the SACCO by laws that provide that refunds will made 60 days after withdrawal from the SACCO.	Ongoing
890.	George Kogo vs Guardmart Supermarket Kisii	Retail	The complainant alleged that he purchased bread from the accused whose labelling indicates a "Sell by" instead of a "Best before" date and only indicating the date without a month and year date as required by the KS EAS 38 Standard on Labelling of prepackaged foods.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
891.	Justine Kangwana vs Postmail SACCO	Financial Services	The Complainant alleged that the accused deliberately withheld her savings of KES 99,000 since 2019 against the Sacco by laws that provide that refunds will made 60 days after withdrawal of the membership from the SACCO.	Ongoing
892.	Physiotherapy Council of Kenya vs Dignity Furniture	Retail	The complainant alleged that the accused was running misleading advertisements advising consumers to invest in ergonomic chairs rather than physiotherapy without any justifications.	Ongoing
893.	Kennedy Mwake vs MKOPA	Retail	The complainant alleged that he purchased a mobile phone from the accused which was under warranty. The accused however declined to repair the phone when it developed complications with its speaker and screen.	Ongoing
894.	John Kaigi Ng'ang'a vs Amica Savings & Credit Limited	Financial Services	The complainant alleged that after repaying his KES 120,000 loan down to KES 48,000 by September 2019 and defaulting in October 2019. However, the loan balance had inexplicably grown to KES 174,000 by March 2024.	Ongoing
895.	Monica Muchangi vs Stanbic Bank	Financial Services	The complainant alleged that despite clearing her loan via two installments, the accused demanded KES 128,000 valuation fees and KES 146,000 arrears, and issued Notices to sell her property, exerting undue pressure and wrongly claiming she was in default.	Ongoing
896.	Dismas Okome vs Progressive Credit	Financial Services	The complainant alleged that he purchased a motorcycle from Progressive Credit at a cost of KES 55,000 but the accused had not released the log book to him..	Ongoing
897.	Eunice Mutugi vs ABSA Bank	Financial Services	The complainant alleged that she had cleared her loan taken from the accused via check off but the Bank still demanded payments from her.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
898.	Betty Muthoni vs Springboard Capital	Financial Services	The complainant alleged that the accused sent auctioneers to recover her car after she defaulted on one instalment of her loan.	Ongoing
899.	CAK & Universal Corporation Limited- Recall of Fluconazole 200 mg tablets	Pharmaceutical products	The Authority received a notification from the COMESA Competition Commission regarding the recall of Fluconazole 200mg tablets, which are manufactured by Universal Corporation Limited which is based in Kenya and distributes its products in the Kenyan market.	Ongoing
900.	Samuel Kinyanjui vs Naivas Thindigua Branch	Retail	The complainant alleged that he purchased Hunters Choice at Naivas Thindigua Branch at KES 1,120 but on their Instagram page they had advertised the price as KES 899.	Ongoing
901.	Munjal Jagdishbhai & Shah Mili Munjal vs Belva Homes	Housing	The complainant alleged that the accused had failed to refund the entire deposit amount after their agreement for sale of a house was rescinded by mutual consent.	Ongoing
902.	CAK & L'Oreal East Africa Limited- Recall of 50ML Single-use Dark and Lovely Neutralizing Shampoo	Retail	The Authority received a notification from L'Oreal East Africa Limited concerning the recall of its 50ML Single-use neutralizing shampoo contained in Dark & Lovely Moisture Plus Kit Super and Dark & Lovely Moisture Plus Regular from the Kenyan market.	Ongoing
903.	Samuel Changirwa vs Safaricom PLC	Telecommunica-tion	The complainant alleges that after purchasing a Neon Ultra phone for KES 14,800 under a daily payment plan of KES 50, they discovered that only KES 36 was being deducted daily from the loan balance. They further claim that this critical detail was not disclosed by the seller at the time of purchase.	Ongoing
904.	Zubeda Bhanji vs Hotpoint Appliances	Retail	The complainant alleged that he purchased a juicer from the accused which was under warranty but the accused refused to repair or replace it despite the fact that it was not working since the day of purchase.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
905.	Kelvin Njuguna vs Mophones	Retail	The complainant alleged that after purchasing a Samsung Galaxy S9 on a payment plan, the phone had a rattling issue due to a faulty camera and apps crashing on Wi-Fi; despite repairs and complaints, the accused failed to provide a full resolution.	Ongoing
906.	Michael Gone vs ABSA Bank	Financial Services	The complainant alleged that the accused unilaterally switched his mortgage insurance from Jubilee Life to the more expensive ABSA Life without providing a product disclosure form or contract, leaving him unaware of the charges.	Ongoing
907.	Peter Owuor vs Royal Mabati Factory Limited	Manufacturing	The complainant purchased iron sheets from the accused and was informed that the same would be delivered within seven (7) days. The accused has however taken more than 3 months and was yet to deliver the iron sheets.	Ongoing
908.	Thatcher Ndanu vs Supreme Credit Acceptance Limited	Financial Services	The complainant alleged that the accused failed to provide her with the signed Loan Agreement and loan statement, unilaterally changed the terms by demanding weekly repayments instead of monthly, increased the interest rate, and demanded additional payments even after the loan was fully repaid.	Ongoing
909.	Vicklyne Jessicah vs Avanzar Solutions Limited	Financial Services	The complainant alleged that the accused restructured his loan without his consent and introduced extra charges that had not been previously disclosed.	Ongoing
910.	Antonio Steve vs Fayaz Bakers	Manufacturing	The complainant alleged that the accused was selling bread whose labels contained misleading information regarding the production date.	Ongoing
911.	Evans Kamori vs KDL Group	Baby Foods	The complainant alleged that the accused's Glucose product uses sell by date contrary to the requirements of the relevant information standards.	Ongoing

No.	Case Title	Sectors	Details of the complaint	Decision/ Status
912.	Moses Omondi Kwach vs SBM Bank	Financial Services	The complainant alleged that SBM unilaterally overdrew KES 432,998.30 from his account to settle auctioneer's fees related to recovery of his outstanding loan balance, which had not been disclosed in the loan agreement.	Ongoing
913.	Eva Mitheu vs NCBA	Financial Services	The complainant alleged that NCBA Loop unilaterally activated an overdraft facility of KES 1,744 on her account without her consent, resulting in unexpected charges on a transaction that should have been declined due to insufficient funds.	Ongoing
914.	Owen Mogaka Vs Sultan Tech	Retail	The complainant alleged that he bought a KES 24,000 ex-UK laptop with a one-year warranty, but it malfunctioned after one month, and despite reporting the issue and taking it for checkup, the dealer had failed to offer any redress.	Ongoing
915.	Mary Wanjiru Mwangi vs Chamber Unity Savings and Credit Cooperative Society Limited	Financial Services	The complainant alleged that the accused enticed her to join the SACCO with a promise of a loan five times her deposit, but after securing the loan with her land, they failed to commence construction, returned her title without discharge documents, and refused to refund her savings.	Ongoing

3. Abuse of Buyer Power

3.1 Ongoing Cases

No.	Case	Sector	Case Summary	Case Status/ Determination
1.	Bright Field Engineering Limited and Jilk Construction	Construction	Complaint by building equipment contractor against the general construction firm.	Ongoing
2.	Patrick K. Muchiri T/A Masters Assessors & Engineering and CIC Insurance	Insurance	Complaint of alleged abuse of buyer power by delaying payment	Ongoing
3.	Vision Motor Consultants Ltd and Sanlam Insurance Co. Ltd	Insurance	Complaint of alleged delayed payment by a service provider against Sanlam Insurance Co. Ltd.	Ongoing
4.	Buyer Power Surveillance of MSMEs in Manufacturing	Manufacturing	Surveillance of MSMEs in the manufacturing sector for incidents or likely incidents of abuse of buyer power.	Ongoing
5.	Jovicoms Company Limited and Linksoft Integrated Services	Construction	Complaint on delayed payment by Linksoft Integrated Services.	Ongoing
6.	Michael Ndungu T/A Fine Line Assessors and Occidental Insurance Co. Ltd	Insurance	Complaint on delayed payments by an insurance service provider	Ongoing
7.	Midland Autocare Ltd and Directline Assurance Company Ltd	Insurance	Alleged delayed payment by an insurance service provider.	Ongoing
8.	Kilele Motors and Directline Assurance Company Ltd	Insurance	Alleged delayed payment for motor vehicle repair services.	Ongoing
9.	Xtreme Kustoms Ltd and Directline Assurance	Insurance	Alleged delayed payment for motor vehicle repair services.	Ongoing
10.	Pierre & Mrielle General Construction Co Ltd and Mota-Engil	Construction	Alleged delayed payment for procured heavy machinery for construction.	Ongoing
11.	Masters Global Limited and Mota Engil Engenharia Econstrucao Africa	Construction	Alleged delayed payment for the rental of construction machinery.	Ongoing
12.	Eastmeat Supplies Limited and Majid Al Futtaim Hypermarkets Limited	Retail	Alleged abuse of buyer power by Majid Al Futtaim Hypermarkets Limited.	Ongoing

No.	Case	Sector	Case Summary	Case Status/ Determination
13.	Nordics Assessors and Kenindia Insurance	Insurance	Alleged delayed payment for motor vehicle assessment services.	Ongoing
14.	Amad Technologies Limited and Maanzoni Lodge	Hospitality	Alleged delayed payment for the supply of ICT accessories.	Ongoing
15.	Exquared Enterprise Ltd and CIM Credit Kenya T/A Aspira Kenya	Retail	Alleged delayed payment for the supply of electronics.	Ongoing
16.	Kenyatronics Traders and CIM Credit Kenya T/A Aspira Kenya	Retail	Alleged delayed payment for the supply of electronics.	Ongoing
17.	Pesapal Limited and Airtel Kenya Networks Ltd	Telecommunication	Complaint on unfair trade practices by Airtel Networks Kenya Ltd.	Ongoing
18.	Kelmeg Enterprises Ltd and Otomatt Supermarket Ltd	Retail	Alleged delayed payment by Otomatt Supermarket Ltd for goods supplied. Received on 27th January, 2025.	Ongoing
19.	Buyer Power General - Kenyan Alliance Insurance Co	Insurance	Alleged delayed payment by Kenyan Alliance Insurance Co. Ltd.	Ongoing
20.	Lakeatts Co. Ltd and Seventh Day Adventist Ltd	Intellectual property	Alleged delayed payments for services offered.	Ongoing
21.	Uptown Loss Assessors (K) Ltd and Occidental Insurance Co	Insurance	Alleged delayed payment for motor vehicle assessment services.	Ongoing
22.	Quinox Motorcare Limited and Directline Assurance Company Ltd	Insurance	Alleged delayed payment by Directline Assurance Co. Ltd against its service provider.	Ongoing
23.	Midland Autocare Ltd and Kenya Orient Insurance Ltd	Insurance	Alleged delayed payment for services offered.	Ongoing
24.	Adan Orto and Vegpro Kenya Ltd	Agriculture	Alleged refusal to receive ordered goods.	Ongoing
25.	Kenya Loss Assessors & Surveyors and Kenindia Assurance Co Ltd	Insurance	Alleged delayed payment for motor vehicle assessment services.	Ongoing
26.	Kenya Loss Assessors & Surveyors and Occidental Insurance Co Ltd	Insurance	Alleged delayed payment for motor vehicle assessment services.	Ongoing

No.	Case	Sector	Case Summary	Case Status/ Determination
27.	Zuetech Suppliers and Majid Al Futtaim Retail LLC	Retail	Alleged abuse of buyer power by Majid Al Futtaim Hypermarkets Limited.	Ongoing
28.	Xtreme Kustoms Garage and Kenya Orient Insurance	Insurance	Alleged delayed payment for motor vehicle repair services.	Ongoing
29.	Nordic Assessors and GA Insurance	Insurance	Alleged delayed payment for motor vehicle assessment services.	Ongoing

3.2 Closed Cases

No.	Case	Sector	Case Summary	Case Status/ Determination
1.	Pesapal Limited and Airtel Kenya	Telecommunication	Pesapal Ltd alleged that Airtel Kenya unilaterally lowered commission rates earned, from an earlier stated 10% rate as agreed on 5th December, 2012 to the rate of 3% effective 1st August, 2023. Upon issuance of a Notice of Investigation, the accused confirmed that it did not effect the changes as alleged.	The accused party did not effect the threatened action, the Authority established that it did not abuse its buyer power. The matter was closed.
2.	Okazaki Enterprise Limited and Airtel Networks	Telecommunication	Okazaki Enterprises Ltd alleged that Airtel Kenya unilaterally lowered commission rates earned, from an earlier stated 10% rate as agreed on 5th December, 2012 to the rate of 3% effective 1st August, 2023. Upon issuance of a Notice of Investigation, the accused confirmed that it did not effect the changes as alleged.	The accused party did not effect the threatened action, the Authority established that it did not abuse its buyer power. The matter was closed.
3.	Mawingu Airtime Limited and Airtel Networks Kenya Ltd	Telecommunication	Mawingu Airtime Ltd alleged that Airtel Kenya unilaterally lowered commission rates earned, from an earlier stated 10% rate as agreed on 5th December, 2012 to the rate of 3% effective 1st August, 2023. Upon issuance of a Notice of Investigation, the accused confirmed that it did not effect the changes as alleged.	The accused party did not effect the threatened action, the Authority established that it did not abuse its buyer power. The matter was closed.
4.	Frank Abner and Airtel Kenya	Telecommunication	Frank Abner alleged that Airtel Kenya unilaterally lowered commission rates earned, from an earlier stated 10% rate as agreed on 5th December, 2012 to the rate of 3% effective 1st August, 2023. Upon issuance of a Notice of Investigation, the accused confirmed that it did not effect the changes as alleged.	The accused party did not effect the threatened action, the Authority established that it did not abuse its buyer power. The matter was closed.

No.	Case	Sector	Case Summary	Case Status/ Determination
5.	Khilankumar Shah Zaverchand Punja and Kavya Enterprises	Retail	The complainant alleged that Kavya Enterprises delayed payment for goods supplied in 2022.	Complainant failed to cooperate and provide evidence and further information required by the Authority. Investigations were closed under rule 34(5)(b) of the Competition (General) Rules, 2019 (Rules).
6.	Davistar Ventures and Kiboko Tented Camps	Agriculture	Kiboko Tented Camps alleged that Davistar Ventures delayed KES 2,504,292.10 for goods supplied without a justifiable reason.	Investigations established possible elements of fraud on the part of the accused party. Therefore, the matter was referred to the ODPP and the file closed.
7.	Stanch Enterprises and Murang'a Co-operative Society	Agriculture	Stanch Enterprises alleged delayed payment of KES 466,000 by Murang'a Co-operative for goods supplied to the Co-operative Society	Investigations revealed that the matter related to procurement processes as opposed to abuse of buyer power. The file closed with advice to the complainant to present the same to the Public Procurement Regulatory Authority. The matter was closed.
8.	Collins Okoth T/A Sacc Urban Auto and Occidental Insurance Company Ltd	Insurance	The Authority received a complaint from Sacc Urban Auto regarding non-payment for motor vehicle repair services offered to Occidental Insurance Company Ltd amounting to KES 2,596,047.30.	Subsequent to issue of a Notice of Investigation by the Authority, Occidental Insurance Company Limited opted to settle the matter. The Authority oversaw reconciliation of accounts between the parties and subsequently the full delayed payments were settled and the matter closed.

No.	Case	Sector	Case Summary	Case Status/ Determination
9.	Ann Nyambura T/A Pampered Hair and Sky Garden	Cosmetics	The complainant, who operates as a vendor on the digital e-commerce platform known as 'Sky Garden', alleged that the platform had failed to remit payments in a timely manner for goods that had been sold through the platform. According to the vendor, despite fulfilling their obligations by supplying the goods and ensuring their availability for consumers on the online marketplace, the platform exhibited significant delays in processing and disbursing the payments due. The complainant further claimed that such delays adversely impacted their business operations, particularly in terms of cash flow management and inventory restocking.	The complainant failed to cooperate and provide information and evidence sought by the Authority. Matter was closed under rule 34(5)(b) of the rules.
10.	Francis Njuguna T/A Franksmith Motor Assessors Ltd and Trident Insurance Ltd	Insurance	Francis Njuguna, trading under the business name Franksmith Motor Assessors Ltd, lodged a complaint alleging that he had experienced delayed payment from Trident Insurance Ltd for professional services that had been duly rendered. According to the complainant, the services in question, which involved motor vehicle assessment were provided in good faith and in accordance with the terms mutually agreed upon between the two (2) parties. However, despite repeated follow-ups and reminders, Trident Insurance Ltd allegedly failed to honour the timely settlement of the outstanding amount, which totaled KES 2,008,443.00. The complainant contended that this delay in payment had caused significant operational strain on his business, affecting its ability to meet its own financial obligations.	The complainant failed to cooperate and provide information and evidence sought by the Authority. Matter was closed under rule 34(5)(b) of the rules.

No.	Case	Sector	Case Summary	Case Status/ Determination
11.	Josatronic Data Systems Ltd and Larseng Group Ltd	Construction	Josatronic Data Systems Ltd (Josatronic) alleged that Larseng Group Ltd (Larseng) delayed payment of KES 13,093,376.01 for services rendered under a contractual agreement. Despite delivering the agreed goods, Josatronic claimed that Larseng failed to remit payment within the stipulated timelines.	Upon Larseng's response to the Authority's Notice of Investigation, the Authority established that the matter exhibited elements of fraud, including suspected misrepresentation and collusion between Josatronic and Larseng's staff. The matter was closed.
12.	Grandmothers against Malaria Initiative and Bosongo Hospital Ltd	Healthcare	Grandmothers against Malaria Initiative alleged delayed payment of KES 352,000.00 for goods supplied to Bosongo Hospital.	The complainant failed to cooperate and provide information sought by the Authority. Matter was closed under rule 34(5)(b) of the rules.
13.	Jua Tukio Ventures and Variable Care Society Ltd	Agriculture	Jua Tukio Ventures alleged delayed payment for 1,000 bags of rice and 4,000 liters of cooking oil supplied to Variable Care Society.	Variable Care Society (Variable Care) did not have buyer power over Jua Tukio Ventures (Jua Tukio) as Jua Tukio was not a supplier nor a distributor of the products supplied and Variabe Care was not a buyer as envisioned under section 2 of the Act. The matter was closed.
14.	Buyer Power Surveillance 2024: Association of Kenya Suppliers (AKS)	Retail	Investigation into conduct alleged to constitute an infringement of prohibitions relating to abuse of buyer power.	Members of the AKS failed to cooperate and provide information sought by the Authority. The matter was closed under Rule 34(5)(b) of the rules.
15.	Distinction Education Publishers and Maureen Sirengo and two (2) others.	Intellectual property	Maureen Sirengo and two (2) others alleged delayed payment by Distinction Education Publishers for editorial and content development services rendered under a contractual arrangement. As independent service providers to Distinction Education Publishers, the complainants claimed that despite fulfilling their obligations, the publisher failed to remit payment on time.	Complainant failed to cooperate and provide information sought by the Authority. Matter was closed under rule 34(5)(b) of the rules.

No.	Case	Sector	Case Summary	Case Status/ Determination
16.	Kenya Dental Association and AAR Insurance Ltd.	Insurance	Members of the Kenya Dental Association (KDA) alleged that AAR Insurance engaged in unfair trade practices, including delayed payments, threat to de-list or de-listing and demands for preferential terms unfavourable to suppliers. The complainants alleged that the actions undermined their professional and commercial operations.	From analysis of the submissions by all the parties, placed against the provisions of the Act and the Buyer Power Guidelines, the Authority found that whilst the health insurance provider had buyer power against members of KDA, it did not abuse this power as stipulated under section 24A(5)(a), (b) & (f) of the Act as the service agreements between KDA members and the firm were in line with section 24A(7) of the Act. On the issue for preferential terms, the same did not constitute a violation, as such discounts were typically offered on a willing buyer–willing seller basis and were not provided for in the standard dental service agreements. The matter was closed.
17.	Kenya Dental Association and CIC General Insurance Ltd	Insurance	Members of the Kenya Dental Association (KDA) alleged that CIC General Insurance Ltd engaged in unfair trade practices, including delayed payments, threat to de-list or de-listing and demands for preferential terms unfavourable to suppliers. The complainants alleged that the actions undermined their professional and commercial operations.	From analysis of the submissions by all the parties, placed against the provisions of the Act and the Buyer Power Guidelines, the Authority found that whilst the health insurance provider had buyer power against members of KDA, it did not abuse this power as stipulated under section 24A(5)(a), (b) & (f) of the Act as the service agreements between KDA members and the firm were in line with section 24A(7) of the Act. On the issue for preferential terms, the same did not constitute a violation, as such discounts were typically offered on a willing buyer–willing seller basis and were not provided for in the standard dental service agreements. The matter was closed.

No.	Case	Sector	Case Summary	Case Status/ Determination
18.	Kenya Dental Association and First Assurance Company Ltd	Insurance	Members of the Kenya Dental Association (KDA) alleged that First Assurance Company Ltd engaged in unfair trade practices, including delayed payments, threat to de-list or de-listing and demands for preferential terms unfavourable to suppliers. The complainants alleged that the actions undermined their professional and commercial operations.	From analysis of the submissions by all the parties, placed against the provisions of the Act and the Buyer Power Guidelines, the Authority found that whilst the health insurance provider had buyer power against members of KDA, it did not abuse this power as stipulated under section 24A(5)(a), (b) & (f) of the Act as the service agreements between KDA members and the firm were in line with section 24A(7) of the Act. On the issue for preferential terms, the same did not constitute a violation, as such discounts were typically offered on a willing buyer–willing seller basis and were not provided for in the standard dental service agreements. The matter was closed.
19.	Kenya Dental Association and Liaison Group Ltd	Insurance	Members of the Kenya Dental Association (KDA) alleged that Liaison Group engaged in unfair trade practices, including delayed payments, threat to de-list or de-listing and demands for preferential terms unfavourable to suppliers. The complainants alleged that the actions undermined their professional and commercial operations.	From analysis of the submissions by all the parties, placed against the provisions of the Act and the Buyer Power Guidelines, the Authority found that whilst the health insurance provider had buyer power against members of KDA, it did not abuse this power as stipulated under section 24A(5)(a), (b) & (f) of the Act as the service agreements between KDA members and the firm were in line with section 24A(7) of the Act. On the issue for preferential terms, the same did not constitute a violation, as such discounts were typically offered on a willing buyer–willing seller basis and were not provided for in the standard dental service agreements. The matter was closed.

No.	Case	Sector	Case Summary	Case Status/ Determination
20.	Kenya Dental Association and Livia Health Ltd	Insurance	Members of the Kenya Dental Association (KDA) alleged that Livia Health engaged in unfair trade practices, including delayed payments, threat to de-list or de-listing and demands for preferential terms unfavourable to suppliers. The complainants alleged that the actions undermined their professional and commercial operations.	From analysis of the submissions by all the parties, placed against the provisions of the Act and the Buyer Power Guidelines, the Authority found that whilst the health insurance provider had buyer power against members of KDA, it did not abuse this power as stipulated under section 24A(5)(a), (b) & (f) of the Act as the service agreements between KDA members and the firm were in line with section 24A(7) of the Act. On the issue for preferential terms, the same did not constitute a violation, as such discounts were typically offered on a willing buyer–willing seller basis and were not provided for in the standard dental service agreements. The matter was closed.
21.	Kenya Dental Association and Madison General Insurance Kenya Ltd	Insurance	Members of the Kenya Dental Association (KDA) alleged that Madison General Insurance Kenya Ltd engaged in unfair trade practices, including delayed payments, threat to de-list or de-listing and demands for preferential terms unfavourable to suppliers. The complainants alleged that the actions undermined their professional and commercial operations.	From analysis of the submissions by all the parties, placed against the provisions of the Act and the Buyer Power Guidelines, the Authority found that whilst the health insurance provider had buyer power against members of KDA, it did not abuse this power as stipulated under section 24A(5)(a), (b) & (f) of the Act as the service agreements between KDA members and the firm were in line with section 24A(7) of the Act. On the issue for preferential terms, the same did not constitute a violation, as such discounts were typically offered on a willing buyer–willing

No.	Case	Sector	Case Summary	Case Status/ Determination
				seller basis and were not provided for in the standard dental service agreements. The matter was closed.
22.	Final Auto Centre Ltd and Sanlam Insurance Company Ltd	Insurance	The Authority received a complaint from Final Auto Centre regarding non-payment for motor vehicle repair services offered to Sanlam Insurance Company Ltd insured amounting to KES 2,921,344.	The Authority established that subsequent to Final Auto finalising the contracted repairs, some of the parts that were supposed to be replaced were only repaired, contrary to agreed terms relevant to the assessment report. This led to Sanlam incurring additional repair costs for the insured motor vehicle. Sanlam therefore, did not abuse its buyer power. The matter was closed.
23.	Link Valuers & Assessors and Trident Insurance Company Ltd	Insurance	The Authority received a complaint from Link Valuers & Assessors regarding non-payment for motor vehicle assessment services offered to Trident Insurance Company Ltd insured amounting to KES 1,785,240.	Subsequent to the issuance of a notice of investigation to the accused, the accused acknowledged the delays in payment as arising from reconciliation of account, expressed willingness to settle the outstanding amount and engaged the complainant in resolving the delayed payment. Following negotiations, both parties reached an agreement and the accused proceeded to settle the delayed payment in full. As a result, the matter was resolved amicably and subsequently closed.

No.	Case	Sector	Case Summary	Case Status/ Determination
24.	Apex Motors Mart Ltd and Sanlam Insurance Ltd	Insurance	The Authority received a complaint from Apex Motors Mart Ltd regarding non-payment for motor vehicle salvage storage services offered to Sanlam Insurance Company Ltd insured amounting to KES 8,392,977.59	The Authority found that out of the total disputed amount of KES 8,392,977.59, a balance of KES 2,689,120 was attributable to manipulated job cards, discrepancies in job card numbers and cases of vandalism involving vehicles stored by Apex. Given that the withheld payment was reasonably justified, the Authority concluded that there was no abuse of buyer power by Sanlam and the matter was accordingly closed.
25.	Kenya Dental Association and Jubilee Insurance Ltd	Insurance	Members of the Kenya Dental Association (KDA) alleged that APA Insurance engaged in unfair trade practices, including delayed payments, threat to de-list or de-listing and demands for preferential terms unfavourable to suppliers. The complainants alleged that the actions undermined their professional and commercial operations.	Upon reviewing submissions from all parties against the Act and Buyer Power Guidelines, the Authority found that while the health insurance provider held buyer power over KDA members, there was no abuse as defined under section 24A(5)(a), (b), and (f). The service agreements complied with section 24A(7) and the preferential terms, including discounts, were based on a willing buyer–willing seller arrangement and not part of standard contracts. Regarding unsettled claims, Jubilee had overdue payments, which the Authority successfully followed up, resulting in full settlement of KES 22,203,415 owed to the dental service providers.

No.	Case	Sector	Case Summary	Case Status/ Determination
26.	Kenya Dental Association and APA Insurance Ltd	Insurance	Members of the Kenya Dental Association (KDA) alleged that Jubilee Insurance engaged in unfair trade practices, including delayed payments, threat to de-list or de-listing and demands for preferential terms unfavourable to suppliers. The complainants alleged that the actions undermined their professional and commercial operations.	Upon reviewing submissions from all parties against the Act and Buyer Power Guidelines, the Authority found that while the health insurance provider held buyer power over KDA members, there was no abuse as defined under section 24A(5)(a), (b), and (f). The service agreements complied with section 24A(7) and the preferential terms, including discounts, were based on a willing buyer–willing seller arrangement and not part of standard contracts. Regarding unsettled claims, APA insurance had overdue payments, which the Authority successfully followed up, resulting in full settlement of KES 2,062,956 owed to the dental service providers.
27.	Trust and Work Corporation LLC and Daventry Enterprises Limited	Agriculture	The complainant alleged abuse of buyer power by Daventry Enterprises for failing to deliver coffee beans and variation of contract terms midway, despite receiving a 50% upfront payment as agreed, with the remaining 50% balance contingent on the supplier providing full shipping documents.	The Authority established the nature of the relationship between the parties was the inverse of relationship envisioned under section 2 of the Act of a buyer and supplier. The complaint was closed as it fell outside the of the Authority jurisdiction on the enforcement of abuse of buyer power.
28.	Camusat Kenya Limited and Wananchi Group (Kenya) Limited and Wananchi Telecom Limited	Telecommunica-tion	Camusat alleged delayed payment and threat of termination of contract for the purchase, supply and installation of telecommunication apparatus on behalf of Wananchi Telecom Ltd.	Investigations established that the parties had a similar matter before the high court, being Commercial Case E594 of 2024. The matter was closed under rule 34(5)(a) of the rules, under which the Authority cannot progress matters pending before a tribunal or judicial authorities.

No.	Case	Sector	Case Summary	Case Status/ Determination
29.	Express Auto Assessors and Corporate Insurance Company Ltd	Insurance	The complainant alleged abuse of buyer power by Corporate Insurance for the supply of motor vehicle assessment services offered to its insured amounting to KES 1,562,428.	Subsequent to issue of a Notice of Investigation by the Authority, Corporate Insurance Company Limited opted to settle the matter. The Authority oversaw reconciliation of accounts between the parties and subsequently the full delayed payments were settled and the matter closed.
30.	Ljiljana Dulic and Alianza Editorial	Intellectual Property	The complainant alleged It entered into an agreement with Alianza for manuscript-translation service, upon offering the translation services it has suffered ABP through delays payment and the accused keeps changing the methods of payment.	Investigations established elements of fraud on the part of the accused party. Therefore, the complainant was advised to pursue the matter through legal channels and the file closed.
31.	Brite Afrika Holdings Limited and Linksoft Intergrated Services Limited	Construction	The complainant alleged that it was subcontracted by Linksoft Integrated Services Ltd to undertake the installation and maintenance of Base Transceiver Stations (BTS) on behalf of the main client, Safaricom PLC. The company claimed that despite fulfilling its contractual obligations, it suffered abuse of buyer power through delayed payment amounting to KES 4,818,908.74.	Subsequent to issue of a Notice of Investigation by the Authority, Linksoft Integrated Services Limited opted to settle the matter. The Authority oversaw reconciliation of accounts between the parties and subsequently the full delayed payments were settled and the matter closed. .
32.	Bonjour Institute and GIZ (German Development Agency)	Translation service	The complainant alleged it was contracted by GIZ for the provision of French interpretation services for one of its training forums in Kenya. Additionally, the compliant notes that GIZ introduced additional conditions after service delivery, which were not agreed upon beforehand such as requiring timesheets and interpreter CVs leading to them withholding payments totaling to KES 339,400.	The Authority established that GIZ is a **German government-owned and funded development cooperation agency, whose mandate** is to assist the German government in fulfilling its development policy objectives through international cooperation and trainings. Section 5(1) of the Act gives exception on its application being that it applies to all

No.	Case	Sector	Case Summary	Case Status/ Determination
				persons including the Government, state corporations and local authorities in so far as they engage in trade. The matter was closed on lack of Jurisdiction
33.	John Njoroge and The Education Frontier Trust (TEFT)	Intellectual property	The complainant alleged abuse of buyer power by The Education Frontier Trust (TEFT) through delayed payments amounting to KES 200,424 for videography service offered.	Prior to issue of a Notice of Investigation by the Authority, the complainant updated the Authority that the parties had reconciled and subsequently the full delayed payments were settled and the matter closed.
34.	Proactive Risk Solutions and Trident Insurance Company Ltd	Insurance	The complainant alleged abuse of buyer power by Trident Insurance Company Ltd for the supply of investigator services offered amounting to KES 175,680.	Subsequent to issue of a Notice of Investigation by the Authority, Trident Insurance Company Limited opted to settle the matter. The Authority oversaw reconciliation of accounts between the parties and subsequently the full delayed payments were settled and the matter closed.
35.	Maina Gichuki and Dimension Data	Retail	The complainant alleged delayed payment by Dimension Data for the supply of IT hardware equipment's to Dimension Data.	The complainant failed to cooperate and provide information and evidence sought by the Authority. The matter was closed under rule 34(5)(b) of the rules.
36.	John Thuku T/A Autospin Grage and Corporate Insurance Company Ltd	Insurance	The complainant alleged abuse of buyer power through delayed payment for motor vehicle repair services offered to Corporate Insurance Company Ltd insured amounting to KES 1,758,416	Upon assessment Corporate's financial statements for 2020 to 2023 and subsequent failure to comply with Authority's instruction to settle delayed payments owed, the Authority established that the insurer was likely to be experiencing financial difficulties which affected its ability to meet its financial obligations. Therefore, the remedies provided under the Act may were found to be insufficient to address the

No.	Case	Sector	Case Summary	Case Status/ Determination
				issue of delayed payments herein. The matter was referred to Insurance Regulatory Authority (IRA)
37.	Philip Wachira T/A Dee Em Auto Garage Ltd and Corporate Insurance Company Ltd	Insurance	The complainant alleged abuse of buyer power through delayed payment for motor vehicle repair services offered to Corporate Insurance Company Ltd insured amounting to KES 2,951,107	Upon assessment Corporate's financial statements for 2020 to 2023 and subsequent failure to comply with Authority's instruction to settle delayed payments owed, the Authority established that the insurer was likely to be experiencing financial difficulties which affected its ability to meet its financial obligations. Therefore, the remedies provided under the Act may were found to be insufficient to address the issue of delayed payments herein. The matter was referred to Insurance Regulatory Authority (IRA)
38.	Safety Surveyors Ltd and Corporate Insurance Company Limited	Insurance	The complainant alleged abuse of buyer power through delayed payment for motor vehicle assessment services offered to Corporate Insurance Company Ltd insured amounting to KES 9,268,194.72	Upon assessment Corporate's financial statements for 2020 to 2023 and subsequent failure to comply with Authority's instruction to settle delayed payments owed, the Authority established that the insurer was likely to be experiencing financial difficulties which affected its ability to meet its financial obligations. Therefore, the remedies provided under the Act may were found to be insufficient to address the issue of delayed payments herein. The matter was referred to Insurance Regulatory Authority (IRA)

No.	Case	Sector	Case Summary	Case Status/ Determination
39.	Unity Heavy Commercial Division Ltd and Corporate Insurance Co. Ltd	Insurance	The complainant alleged abuse of buyer power through delayed payment for motor vehicle repair services offered to Corporate Insurance Company Ltd insured amounting to KES 4,963,376.93	Upon assessment Corporate's financial statements for 2020 to 2023 and subsequent failure to comply with Authority's instruction to settle delayed payments owed, the Authority established that the insurer was likely to be experiencing financial difficulties which affected its ability to meet its financial obligations. Therefore, the remedies provided under the Act may were found to be insufficient to address the issue of delayed payments herein. The matter was referred to Insurance Regulatory Authority (IRA)
40.	Metropolitan Motor Assessors Limited and Takaful Insurance of Africa Limited	Insurance	The complainant alleged abuse of buyer power through delay in payments for motor vehicle assessment services by Takaful Insurance Company Ltd insured amounting to KES 1,276,745.	Subsequent to issue of a Notice of Investigation by the Authority, Takaful Insurance Company Limited opted to settle the matter. The Authority oversaw reconciliation of accounts between the parties and subsequently the full delayed payments were settled and the matter closed.

4. Restrictive Trade Practices

No.	Case Title	Sectors	Case Summary	Decision/Status
1.	Kareco Holdings Limited vs Opera Software Ireland Limited (OSIL)	Sports	The Authority received a complaint from Kareco Holdings Limited alleging that OSIL was abusing its dominance in the provision of a betting platform. They alleged that OSIL blocked access via the Opera Mini browser to *www.odibets.com.*	The Authority concluded that OSIL did not meet the criteria for dominance and market power under section 23, read together with section 4(2) of the Act. Therefore, the matter did not progress to the next stage of assessing potential abuse of a dominant position.
2.	CAK vs Plastic Tanks Screening	Manufacturing	The Authority received market intelligence on allegations of an increased pricing model by plastic tank manufacturers in Kenya.	The Authority, upon conclusion of the investigation pursuant to section 21 of the Act, did not find any evidence that the parties engaged in coordinated price fixing in contravention of the Act and therefore, the matter was closed.
3.	McBBYS vs Edible Oils Refineries	Manufacturing	The Authority received a complaint from McBBYS alleging that local refineries were hoarding by-products of soap manufacturing.	The matter was closed based on the fact that the allegations by the complainant did not meet the thresholds set for a refusal to deal under the Act.
4.	Fuel Dealers vs. Energy & Petroleum Regulatory Authority (EPRA) and Oil Marketing Companies (OMCs)	Petroleum Products	The Authority received a complaint from a fuel products dealer, alleging unfair margin review by EPRA and introduction of unfair charges by OMCs.	After the conclusion of the investigations, the Authority found out that OMCs' charges to their oil dealers did not reflect the costing matrix, which was approved and commissioned by EPRA, and EPRA had indicated that they were in the process of investigating the matter. The matter was therefore referred to EPRA.

No.	Case Title	Sectors	Case Summary	Decision/Status
5.	Kenya National Society of Professional Auctioneers vs Platcorp Holdings & Others	Financial Services	The complainant alleged borrowers from subsidiaries of Platcorp Holdings Limited (Momentum Credit Limited, Platinum Credit Limited and Premier Credit Limited) were severely disadvantaged as the loan application disbursement and eventual recovery were flawed and manipulated to the advantage of the lender. In addition, these subsidiaries issued instructions to two (2) specific auction firms, who did not carry out auction assignments within the confines of the Auctioneers Act.	The matter was closed as it did not fall within the jurisdiction of the Authority.
6.	Oxx Energy Limited Vs Gazbon Limited	Energy	The complainant alleged that Gazbon Limited had applied to put up an LPG cylinder refilling facility in Moyale. They requested the Authority to ensure that the applicant acquires a minimum number of cylinders to operate an LPG plant.	It was established that the request was on licensing to engage in cylinder refilling and did not occasion any competition concerns, and therefore, the Authority lacked jurisdiction. The matter was therefore referred to EPRA.
7.	CAK vs Banks (Forex)	Financial Services	Alleged collusion in the exchange rates between banks.	The investigation was closed and referred to the CBK.
8.	Optica Limited vs Jaff's Optical	Health	The Authority received a complaint from Optica concerning a billboard advertisement by Jaff's Optical. The billboard states that "*Optical Stores shouldn't blur your budget*".	The matter was closed as it was established that the complaint related to comparative advertising regarding prices offered by Jaff's Optical House and other optical retailers, such as Optica, which did not fall within restrictive trade practices.
9.	CAK vs Tarmal Wire Products Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act for suspicion of collusion.	The matter was closed as Tarmal opted to enter into settlement negotiations with the Authority before the determination was issued as provided under section 38 of the Act. The matter was settled by Tarmal Wire Products Limited complying with all the conditions and paying a pecuniary penalty of KES. 12,984,732.83.

No.	Case Title	Sectors	Case Summary	Decision/Status
10.	Mastermind Tobacco Kenya Ltd and British American Tobacco Ltd	Manufacturing	The complainant, Mastermind, alleged abuse of dominance by British American Tobacco Kenya Ltd (BAT) with the assertion of engaging in predatory pricing practices.	The Authority established that although BAT was dominant in the relevant market, it was not selling the products below the average variable costs. The matter was therefore closed as there was no breach of the Act.
11.	Complaint against KEDA Ceramics	Manufacturing	The complaint was against KEDA Ceramics for abuse of dominance through predatory pricing and exclusive dealing.	The Authority established that KEDA was not dominant in the market of manufacture and distribution of ceramic tiles in Kenya, where it enjoyed 25% of the market share and lacked market power as the market was contestable. The matter was therefore closed.
12.	Vaal Riverside against Riverside Square, Hass Consult Ltd and Canaan Developers	Real Estate	The complainant, Vaal Riverside, alleged that there were attempts to control real estate developments along Riverside Drive in Nairobi by some companies, namely, Riverside Square, Hass Consult Ltd and Canaan Developers, through forced legal impediments such as court orders in the National Environment Tribunal.	The matter was closed as it was observed that there were subsisting court orders against proposed developments by the complainant, which in turn barred the Authority from intervening in the matter.
13.	Revital Healthcare (EPZ) vs Medical Devices Importers (Crown Healthcare, Alpha Medical Manufacturers and Vigour Surgical)	Healthcare	Revital Healthcare complained against Medical Devices Importers (Crown Healthcare, Alpha Medical Manufacturers, and Vigour Surgical) on allegations of selling cheaper and substandard imports of medical devices that had affected their sales.	It was determined that the matter did not fall within the Authority's jurisdiction and mandate. The complainant was therefore advised to seek redress from the Pharmacy and Poisons Board as well as the Kenya Trade Remedies Agency (KETRA).
14.	Njeru Industries Limited vs Tea Board of Kenya	Agriculture	The Authority received a complaint from Njeru Industries Limited against the Tea Board of Kenya (TBK) on allegations of anti-competitive behaviour by TBK.	The Authority did not proceed with an investigation of the matter as there was a Constitutional Petition filed by the complainant on the same issues.

No.	Case Title	Sectors	Case Summary	Decision/Status
15.	Umoja Shoe Company	Manufacturing	The complainant alleged that certain schools within Kenya were engaging in restrictive trade practices where numerous schools in Kenya required the purchase of a specific brand of shoes, namely "Toughees" manufactured by Bata Shoe Company, as a prerequisite for enrolment.	The matter was referred to the Ministry of Education, which was best equipped to handle the complaint.
16.	Samuel Noroge vs Bolt Kenya Limited	Transport	The complainant alleged that Bolt Kenya was engaging in perpetuating unfavourable pricing policies to the detriment of Kenyan drivers who operated in the digital taxi platforms. Specifically, he alleged that excessive commissions charged by the Bolt digital taxi App to the tune of 51% were above the recommended 18%.	It was concluded that the National Transport and Safety Authority (NTSA) had in place regulations – the National Transport and Safety Authority (Transport Network Companies, Owners, Drivers and Passengers) Regulations, 2022 (the Regulations) - which capped the commissions at 18%, hence the complainant was referred to the NTSA and the matter closed.
17.	Anonymous Complainant vs Sam West Distributors Limited	Retail	The Authority received a complaint from a complainant who operated a wholesale business in Nairobi City County and regularly purchased products from Sam West Distributors Limited. He claimed that Sam West was planning to enter the wholesale supermarket sector, which would have detrimental effects on smaller wholesale businesses, mini supermarkets, and retail shops.	The matter was closed based on the fact that there was no inherent legal barrier to a business operating in multiple stages of the supply chain or vertical integration in Kenya.
18.	Kapsara Tea Factory vs. Kenya Tea Development Agency (KTDA)	Agriculture	Kapsara Tea Factory growers complained against KTDA Management Service alleging poor management, fraudulent services and embezzlement of funds.	It was concluded that the Authority lacked jurisdiction over the matter. The matter was therefore closed.

No.	Case Title	Sectors	Case Summary	Decision/Status
19.	Solomon Kinuva	Manufacturing	The complainant alleged that there was a limited variety of shoe polish brands in the market, which raised concerns about potential anti-competitive practices or market dominance by a single company, which may affect consumer freedom of choice and fair market access.	The Authority established that there was a market leader in the sector. However, there was no evidence of any conduct by the market leader in breach of the Act. The matter was closed.
20.	Alex Forbes & Chandarana Foodplus Supermarket Limited	Retail	The complainant alleged that he was required to purchase the 18.9-litre Keringet water bottle on return of its empty container at Chandarana Supermarket.	The complainant was advised that the matter did not fall within the provisions of the Act as it did not encompass any collusive conduct or abuse of dominance.
21.	Moses Magero vs WINAS SACCO	Financial services	The complainant alleged that WINAS SACCO terminated its Tripartite Agreement and Service Level Agreement with Sky World Limited due to a breach of contract or infringement of intellectual property rights.	The Authority established that the complaint was on breach of intellectual property rights and was outside its statutory jurisdiction. The matter was therefore closed.
22.	Airtel Networks Kenya Limited vs Safaricom PLC	Telecommunica-tion	Airtel Networks Kenya Limited alleged that Safaricom PLC had been running a promotion in which they offered voice prices that were below the current Mobile Termination Rate (MTR) of KES 0.14 per minute. Specifically, the allegations related to an offer dubbed "OFA MOTO" which was accessible through USSD Code *444# and gave customers 100 minutes at KES 10/= until midnight, 30 minutes at KES 10/= and 60 minutes at KES 20/= (KES. 20/= unlimited next 1 hour). Further, according to the complaint, a quick calculation of these offers showed that customers were being charged KES 0.1 per minute and KES 0.3 per minute respectively (including taxes), which rates were below the current MTR of 0.14 per	It was established that the promotion was restricted to a maximum of ninety (90) days as provided under Kenya Information and Communications Act and Regulations and could be repeated for at least three months so as to safeguard any negative impact on competition. The matter was therefore closed.

No.	Case Title	Sectors	Case Summary	Decision/Status
			minute and thus the conduct by Safaricom Plc amounted to both exclusionary abuse and predatory behaviour.	
23.	CAK vs Kenya International Freight and Warehousing Association (KIFWA)	Transport and Storage	The Authority investigated possible price recommendations by the association to its members following media reports.	The Authority and KIFWA entered into an amicable settlement of the matter where KIFWA paid a financial penalty of KES 405,450.
24.	Complaint against Police Canteen in Kiambu Prison	Retail	The complainant accused the police canteen in Kiambu Prison of engaging in abuse of dominance and that it is selling goods below cost.	The complainant was advised that pursuant to sections 2 and 5 (1) of the Act, the Police Canteen in Kiambu Prison was not deemed to be engaged in trade and thus did not fall within the meaning of an undertaking under the Act. Therefore, the matter was closed as the conduct in question fell outside the statutory jurisdiction of the Authority.
25.	CAK vs Brollo Kenya Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Brollo sought out of Competition Tribunal settlements with the Authority pursuant to Article 157 of the Constitution. The matter was therefore settled where Brollo Kenya Limited was required to pay a pecuniary penalty of KES 6,365,092.04.
26.	CAK vs Mabati Rolling Mills Limited (MRM)	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Mabati Rolling Mills Limited opted to enter into settlement negotiations with the Authority before the determination was issued as provided under section 38 of the Act. The matter was therefore settled amicably, where Mabati Rolling Mills Limited was required to pay a pecuniary penalty of KES 55,757,567.09.

No.	Case Title	Sectors	Case Summary	Decision/Status
27.	CAK vs Insteel Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Insteel Limited opted to enter into settlement negotiations with the Authority before the determination was issued as provided under section 38 of the Act. The matter was therefore settled where Insteel Limited was required to pay a pecuniary penalty of KES 7,279,303.89.
28.	CAK vs Abyssinia Group of Industries.	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Abyssinia opted to enter into settlement negotiations with the Authority before the determination was issued as provided under section 38 of the Act. The matter was therefore settled where the Abyssinia Group of Industries was required to pay a pecuniary penalty of KES 17,217,457.92.
29.	CAK vs Apex Steel Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Apex Steel Limited opted to enter into settlement negotiations with the Authority before the determination was issued as provided under section 38 of the Act. The matter was therefore settled where Apex Steel Limited was required to pay a pecuniary penalty of KES 37,429,234.
30.	CAK vs Doshi & Company (Hardware) Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Doshi sought out of Competition Tribunal settlements with the Authority pursuant to Article 157 of the Constitution. The matter was therefore settled where Doshi & Company (Hardware) was required to pay a pecuniary penalty of KES 23,250,178.28.
31.	CAK vs Jumbo Steel Mills Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Jumbo sought out of Competition Tribunal settlements with the Authority pursuant to Article 157 of the Constitution. However, engagements with Jumbo Steel Mills Limited were still ongoing at the close of the reporting period.

No.	Case Title	Sectors	Case Summary	Decision/Status
32.	CAK vs Corrugated Sheets Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Corrugated Sheets Limited filed an Appeal against the decision of the Authority. The matter was still being considered before the Competition Tribunal.
33.	CAK vs Devki Steel Mills Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Devki Steel Mills Limited filed an Appeal against the decision of the Authority. The matter was still being considered before the Competition Tribunal.
34.	CAK vs Tononoka Rolling Mills Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Tononoka Steel Mills Limited filed an Appeal against the decision of the Authority. The matter was still being considered before the Competition Tribunal.
35.	CAK vs Blue Nile Products Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Blue Nile Products Limited filed an Appeal against the decision of the Authority. The matter is still being considered before the Competition Tribunal.
36.	CAK vs Accurate Steel Mills Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Accurate Steel Mills Limited filed an Appeal against the decision of the Authority. The matter is still being considered before the Competition Tribunal.
37.	CAK vs Nail and Steel Products Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the steel manufacturing and distribution in Kenya on its motion pursuant to the provisions of section 31 (1) of the Act.	Nail and Steel Products Limited filed an Appeal against the decision of the Authority. The matter is still being considered before the Competition Tribunal.

No.	Case Title	Sectors	Case Summary	Decision/Status
38.	CAK vs Kenya Reinsurers	Insurance	The Authority initiated an interrogation into alleged collusion by reinsurance companies on premium percentages to be charged.	Ongoing
39.	Yes Exclusive vs Uhuru Roses and Flower Exchange	Horticultural	The Authority received a complaint from Yes Exclusive against Uhuru Farms and Flower Exchange in regards abuse of dominance by the two companies refusing to supply them with the garden roses	Ongoing
40.	CAK vs Coast Water Bottled Manufacturers Association (COBWMAS)	Manufacturing	The Authority initiated an investigation against COBWMAS for recommending prices to be charged to members.	Ongoing
41.	CAK vs Motor Assessors Association of Kenya (MAAK) and three other associations	Transport	The Authority initiated investigations against the parties in allegations of agreements on various charges to be imposed by members of the associations.	Ongoing
42.	Edenswin Traders Limited against Agriculture and Food Authority (AFA)	Agriculture	Edenswin complained to the Authority against AFA, alleging regulatory barriers to exporting in-shell macadamia since 2018. The complainant further alleged that due to the requirements of importing markets in the USA, which prohibit the importation of raw, unshelled macadamia, a 'monopoly' in the foreign market has been created, facilitated by local cartels in Kenya.	Ongoing
43.	Bread Screening	Manufacturing	The Authority initiated a screening into the bread sub-sector over cartel-like behaviour exhibited by market players.	Ongoing
44.	Sugar Screening	Manufacturing	The Authority initiated an investigation into the sugar sector over cartel-like behaviour exhibited in the market.	Ongoing

No.	Case Title	Sectors	Case Summary	Decision/Status
45.	CAK vs Foam Mattresses Manufacturers	Manufacturing	The Authority initiated an investigation into suspected cartel conduct among the market players in the manufacturing and distribution of mattresses in Kenya.	Ongoing
46.	Alleged collusion in pricing by Airlines operating on the Mandera route	Transport	The Authority received a request to investigate an alleged possible collusion in pricing by Airlines operating on the Mandera route contrary to the provisions of section 21 of the Act.	Ongoing
47.	Quadco Three Hundred and Nine Limited and Others vs Kenya Breweries Limited	Beverages	The Authority received a complaint in respect of abuse of a dominant position, restrictive trade practices, unconscionable Conduct in business transactions by Diageo Plc and its subsidiaries in respect of agreements signed with distributors.	Ongoing
48.	Allegations against Maersk Kenya and Damco Kenya	Transport	The Authority received a complaint alleging that Maersk Kenya engaged in discriminatory trade practices favouring its in-house freight forwarder, Damco Kenya. Additionally, it was claimed that Maersk Kenya and Damco Kenya were involved in activities detrimental to fair competition.	Ongoing
49.	Rural Private Hospital Association (RUPHA) against Medical Administrators Kenya Limited (MAKL)	Health	RUPHA claims that MAKL engages in restrictive practices such as imposing unfair prices, restricting market access, applying unequal conditions, and enforcing unfair contractual terms. They further alleged that MAKL leverages its dominant position as a medical insurance scheme administrator for public institutions to stifle competition among healthcare providers.	Ongoing

No.	Case Title	Sectors	Case Summary	Decision/Status
50.	Moreplex Television Kenya Ltd and Multichoice Kenya Ltd & and Multichoice Africa Ltd	Sports	The Authority received a complaint from Moreplex alleging that Multichoice was abusing its dominance in the provision of rights to air league matches.	Ongoing
51.	Central Highlands Tea Factory vs KTDA Gatunguru Tea Factory	Agriculture	The Authority received a complaint from Central Highlands against KTDA on allegations of abuse of dominance.	Ongoing
52.	Moses Ndwiga vs Hemmsoft Kenya	ICT	The complaint is about exclusive dealing and excessive pricing by Hemmsoft on the school timetable software.	Ongoing
53.	Spring Valley & Argwings Petrol Station vs. Total Energies Limited	Petroleum and petroleum products	The Authority received a complaint alleging under-delivery of fuel, imposition of arbitrary exclusivity in dealing, unfair terms of trade and unfair costs and unfair trading practices by Total Energies Kenya.	Ongoing
54.	PET Bottle Recycling Limited vs 3 Chinese Companies	Manufacturing	The Authority received a complaint from PET Recycling Limited against 3 Chinese companies for abuse of dominance through price fixing.	Ongoing
55.	Mbolonzi Mbaluka and Edermann Property Limited	ICT	The Authority received a complaint that Edermann Property Limited had an exclusive agreement with one internet service provider (ISP), thus locking other ISPs from providing internet in Great Wall Gardens 1 in Athi River.	Ongoing
56	Douglas Ndolo Mutua and Reones Beauty	Real Estate	The complainant alleged that a manufacturer by the name Guangzhou Roniki Beauty Supplies Company Limited, based in China, which manufactures Raniki Gel Nail Polish, had entered an exclusive agreement with a local importer by the name Reones Beauty, thereby foreclosing access to the beauty products and creating a local monopoly	Ongoing

No.	Case Title	Sectors	Case Summary	Decision/Status
57.	Abuse of Monopoly by Skyward Express	Aviation	The Authority received a complaint against Skyward Express, a player in the passenger air services, over allegations of monopolization in the Lodwar route.	Ongoing
58.	Koko Networks Ltd (Kenya) and Vivo Energy Application for Exemption	Energy	The Authority, on its motion, is investigating the status of the terms of exemption after the expiry of the period granted to determine if the parties were continuing to implement the restrictive clause in breach of the Act.	Ongoing
59.	Tesla Limited vs American Tower Corporation (ATC) Limited	Telecommunica-tion	The Authority received a complaint from Tesla Services Limited ("Tesla") regarding alleged anti-competitive conduct by American Tower Corporation Kenya ("ATC Kenya") in the Build-To-Suit ("BTS") telecommunications tower market.	Ongoing
60.	Hilalium & Sons (UR Home) vs KEDA	Manufacturing	The Authority received a complaint from Hilalium & Sons alleging abusive anti-competitive conduct by KEDA.	Ongoing
61.	Edwin Dande and Safaricom PLC	Financial services	The Authority received a complaint against Safaricom PLC alleging that they are charging transactional charges when depositing and withdrawing money from other money market funds, but they do not charge any fees on the Ziidi money market fund.	Ongoing
62.	Edwin Njamura and Avocado Exporters Association of Kenya (AEAK)	Agriculture	The Authority received a complaint citing an internal memo circulated by AEAK stating that the agreed avocado pricing to start the harvest season was KES 230 for Fuertes Avocado and KES 320 for Hass Avocado. The directive also emphasized a permissible margin of +/- KES 20 based on orders and capacity, but not more than that.	Ongoing

No.	Case Title	Sectors	Case Summary	Decision/Status
63.	Mr. Kennedy Mwangi vs Chinese operators selling furniture-making materials	Manufacturing	The Authority received a complaint from a business operator in Gikomba market regarding alleged unfair trading practices by Chinese-owned businesses in the Gikomba market. The affected businesses deal in the sale of furniture-making materials such as fabrics, tacks, nails, straps, twisted cords and coccus nails, many of which were imported from China.	Ongoing
64.	College of Human Resource Management and Institute of Human Resource Management (IHRM)	Professional Associations	The complainant claimed anti-competitive conduct by IHRM, which offers Continuous Professional Development (CPD) events for earning credit points required for professional membership renewal, directly competing with licensed providers like themselves.	Ongoing
65.	ICPAK vs Njuguna	Professional Associations	The complainant accused the ICPAK of unilaterally setting prices and having the sole discretion to offer the training.	Ongoing
66.	Paper Packaging	Manufacturing	The Authority received information alleging that paper packaging prices have been going up, courtesy of some informal discussions (meetings) by manufacturers to increase prices.	Ongoing
67.	KRA Staff Pension Scheme Retirement and KNEC SRBS vs Fund Administrators	Financial Services	The Authority received a complaint from the KRA Board over bid rigging allegations by pension schemes fund administrators.	Ongoing
68.	Jamii Telecommunications Ltd vs Waterfront Gardens	Telecommunications	Complainant alleged that the management of waterfront gardens was engaged in a restrictive trade practice by entering into an exclusive arrangement contrary to the provisions of section 21 of the Act	Ongoing

No.	Case Title	Sectors	Case Summary	Decision/Status
69.	Tabasamu Fibre Network Ltd Vs Treasurer - KMA Estate South C	Telecommunications	Tabasamu Fiber Network Limited, through their advocate, alleged that Mr. Anwar Sidi, the resident Treasurer of KMA Estate, South C, has consistently barred them from accessing the estate to service both existing and potential clients, despite Tabasamu's compliance with all requirements to provide fiber internet services.	Ongoing
70.	Focus Mobile Ltd vs Safaricom Plc	Telecommunication	The Authority is investigating an allegation of abuse of dominance filed against Safaricom's change of policy to designate SMS units, at the time of purchase, as either promotional or transactional.	Ongoing.
71.	Abuse of dominance by Safaricom Plc	Telecommunication	The Authority received an anonymous complaint against Safaricom on allegations of differential rates for SMS for B2C and C2C, with C2C being high as compared to B2C.	Ongoing
72.	Restriction of Wi-Fi service providers by Landlords/ Estate Agents	Telecommunications	The Authority received a complaint on allegations of a landlord restricting their tenants from installing any other wifi provider except for their own wifi company.	Ongoing

5. Compliance Cases

No.	Case Title	Sectors	Case Summary	Decision/Status
1.	Coca-Cola Sabco Compliance	Manufacturing	The acquisition of Almasi Beverages ltd by Coca-Cola Sabco.	Ongoing
2.	Marinvest and Ignazio Messina	Maritime Shipping	The Authority approved the acquisition of Ignazio Messina by Marinvest S.R.I. conditionally.	Ongoing
3.	George Kogo and Bread Manufacturers	Manufacturing	Compliance check on bread manufacturers.	Ongoing
4.	Ascent Capital Holdings II Limited and Dune Packaging Limited	Manufacturing	The transaction was approved on condition that the Acquirer retains the three hundred and ninety-five (395) employees of the Target for one (1) year following completion of the proposed transaction.	Ongoing
5.	Hair Manufacturing Kenya Ltd and Style Industries Ltd	Manufacturing	The acquisition of certain assets of Style Industries Limited by Hair Manufacturing Kenya Limited pursuant to section 9 (1) of the Act.	Ongoing
6.	Nava Apparels and Ashton Apparel EPZ	Manufacturing	The Authority approved the proposed merger on condition that the acquirer retained all 2,541 employees of the target on terms no less favourable than their current terms of employment, subject to the individual employees accepting the acquirer's retention of employment offer.	The matter was closed since the merged entities had complied with the conditions of retaining employees of the target.
7.	Kartasi Products Limited and Kartasi Industries Limited	Manufaturing	The merger was approved on the sale of certain assets and liabilities of Kartasi Industries Limited by Kartasi Products Limited.	The matter was closed since the merged entities had complied with the conditions of retaining the 69 permanent employees.
8.	Chris Oanda vs KISM	Professional Services	Chris Oanda vs KISM Professional Services Compliance is being carried out on KISM, on the review of the CPD.	KISM complied with the Authority's order.

No.	Case Title	Sectors	Case Summary	Decision/Status
9.	East African Packaging Industries Holdings Kenya Ltd and Bag & Bales Manufacturers (K) Ltd	Manufacturing	The Authority pursuant to Section 46 (6) of the Act, approved the implementation of the proposed merger on condition that the acquirer retained the 584 employees, 133 (being 93%) employees of the Target, and ii) at least 451 (being 85%) employees of the Acquirer on terms that are no less favorable than their current terms of employment for not less than one (1) year from the date of the implementation of the proposed transaction (the completion date was 13th August, 2024).	The matter was closed since the merged entities had complied with the conditions of retaining the 584 employees of the Target.
10.	CAK vs Mabati Rolling Mills Limited (MRM)	Manufacturing	The Authority undertook a compliance check with Mabati Rolling Mills Limited following a settlement between the Authority and the company.	Compliance programme submitted to the Authority. The Authority confirmed that Mabati Rolling Mills Limited had complied with all the terms of the settlement agreement.
	CAK vs Insteel Limited	Manufacturing	The Authority undertook a compliance check with Insteel Limited following a settlement between the Authority and the companies.	Compliance programme submitted to the Authority. The Authority confirmed that Insteel Limited had complied with all the terms of the settlement agreement.
	CAK vs Doshi & Company (Hardware) Limited.	Manufacturing	The Authority undertook a compliance check with Doshi & Company (Hardware) Limited following a settlement between the Authority and the companies.	Compliance programme submitted to the Authority. The Authority confirmed that Doshi & Company (Hardware) Limited had complied with all the terms of the settlement agreement.

No.	Case Title	Sectors	Case Summary	Decision/Status
	CAK vs Apex Steel Limited	Manufacturing	The Authority undertook a compliance check with Apex Steel Limited following a settlement between the Authority and the companies.	Compliance programme submitted to the Authority. The Authority confirmed that Apex Steel Limited had complied with all the terms of the settlement agreement.

6. Exemption Applications

No.	Title of the Application	Sectors/ Markets Affected	Application Summary	Decision/Status
1.	EATA	Agriculture	Seeking an exemption for setting brokerage fees on warehousing.	Ongoing
2.	KIFWA Exemption on Minimum Pricing	Transport	KIFWA, a trade association, seeks an exemption from the Minimum Pricing Guidelines on freight services.	Ongoing
3.	COBMWAS Exemption on Minimum Pricing	Manufacturing	COBWMAS, a trade association, seeks an exemption from the Minimum Pricing Guidelines on bottled water.	Ongoing
4.	NOC matter	Petroleum Products	National Oil Corporation of Kenya Limited (NOC) applied to the Authority for an exemption under section 25 of the Act concerning a proposed Strategic Business Partnership (the Agreement) between NOC and Rubis Energy Kenya Limited (Rubis). The application was made under the provisions of section 25 of the Act.	Exemption was granted as the arrangement was expected to generate more benefits to the public than a lessening of competition.

7. Advisories on Restrictive Trade Practices

No.	Inquiry	Sectors	Details of the Inquiry	Advise Issued
1.	Complaint Regarding the Sale of Alcohol to the Public at the Police Canteen in Kiambu Prison	Retail	Accused the police canteen in Kiambu Prison to be engaging in abuse of dominance and that it is selling goods below cost.	The complainant was advised that pursuant to sections 2 and 5 (1) of the Act, the Police Canteen in Kiambu Prison was not deemed to be engaged in trade and thus did not fall within the meaning of an undertaking under the Act. Therefore, the conduct in question fell outside the statutory jurisdiction of the Authority.
2.	Equity Afia Franchise Model	Healthcare	The Equity Afia sought to know whether restricting their medical model to train and monitor a network of medical entrepreneurs in the country would have any anti-competitive concerns.	The Authority established that the medical franchise agreement model did not have as its object or effect the prevention, distortion or lessening of competition in trade in any goods or services in Kenya.
3.	Price Adjustment – Kentegra Biotechnology Holdings LLC	Agriculture	The Authority received a request for an advisory opinion from Kentegra Biotechnology Holdings LLC on whether their intention to reduce the purchase price of dried pyrethrum flowers from contracted farmers from KES. 290/Kg to KES. 240/ Kg, effective 24th June 2024, falls within the confines of the Act.	The Authority noted that while there was a contractual relationship between Kentegra and its suppliers, there were other alternative dried pyrethrum flower processors in Kenya, indicating that this market consisted of many players and the presence of dominance or market power was therefore unlikely. It was concluded that the price adjustment did not constitute a contravention of the Act.
4.	Inquiry on Regulation of Awards and Voting Practices in Kenya	N/A	The inquiry was on the regulation of awards and voting practices in Kenya. Specifically, he alleged that there has been a noticeable increase in the number of awards schemes where members of the public are required to pay to vote for their favourite participants in various categories, which trend raised significant concerns about transparency, fairness, and the potential for exploitation.	It was concluded that no government agency or regulatory framework is tasked with overseeing these awards and voting practices. In the absence of a regulatory framework, parties dissatisfied with the results of a specific prize or seeking access to information about such award schemes may seek redress through the court.

No.	Inquiry	Sectors	Details of the Inquiry	Advise Issued
5.	Sightlink vs Top Exhibitions & Kenya Obstetrical and Gynaecological Society (KOGS)	N/A	The Authority received a complaint from Sightlink alleging malicious printing and distribution of false information against Top Exhibitions and KOGS.	The Authority concluded that the complaint did not fall within the conduct regulated under the Act, as the cause of action which arose was defamatory. The complainant was advised to pursue civil action against the accused parties for the appropriate remedies.

CONTACTS:

Competition Authority of Kenya

CBK Pension Towers, 15th Floor, Harambee Avenue,

P.O. Box 36265-00200 Nairobi, Kenya

+254 20 262 8233 | +254 20 277 9000

info@cak.go.ke | complain@cak.go.ke

@CAK_Kenya

www.cak.go.ke

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