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CLERK-AT-THE-TABLE: Moses Lemuna

REPORT

OF

THE AUDITOR-GENERAL

ON

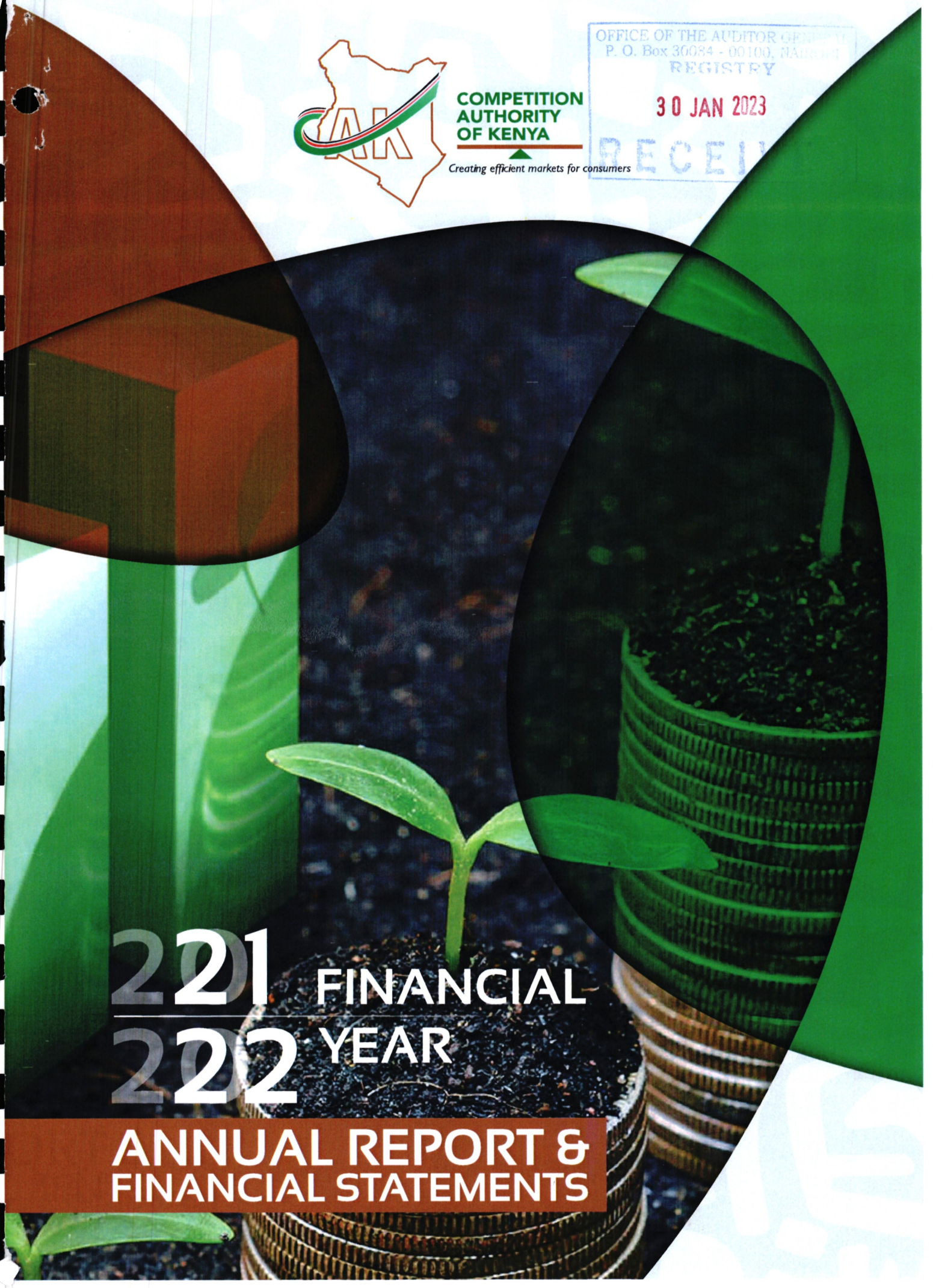
COMPETITION AUTHORITY OF KENYA

FOR THE YEAR ENDED 30 JUNE, 2022

COMPETITION AUTHORITY OF KENYA

Creating efficient markets for consumers

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2021/2022 FINANCIAL YEAR

ANNUAL REPORT & FINANCIAL STATEMENTS

March 15th

World Consumer Rights Day **2022**

THEME:
Fair Digital Finance



Digital lenders should adopt and inculcate financial consumer protection principles and practices in their business processes. These include instituting effective complaint redress mechanisms, protecting customers' data, ensuring timely and full disclosure of fees & charges, and establishing financial literacy programs for consumers.

— Boniface Kamiti

Manager, Consumer Protection – Competition Authority of Kenya

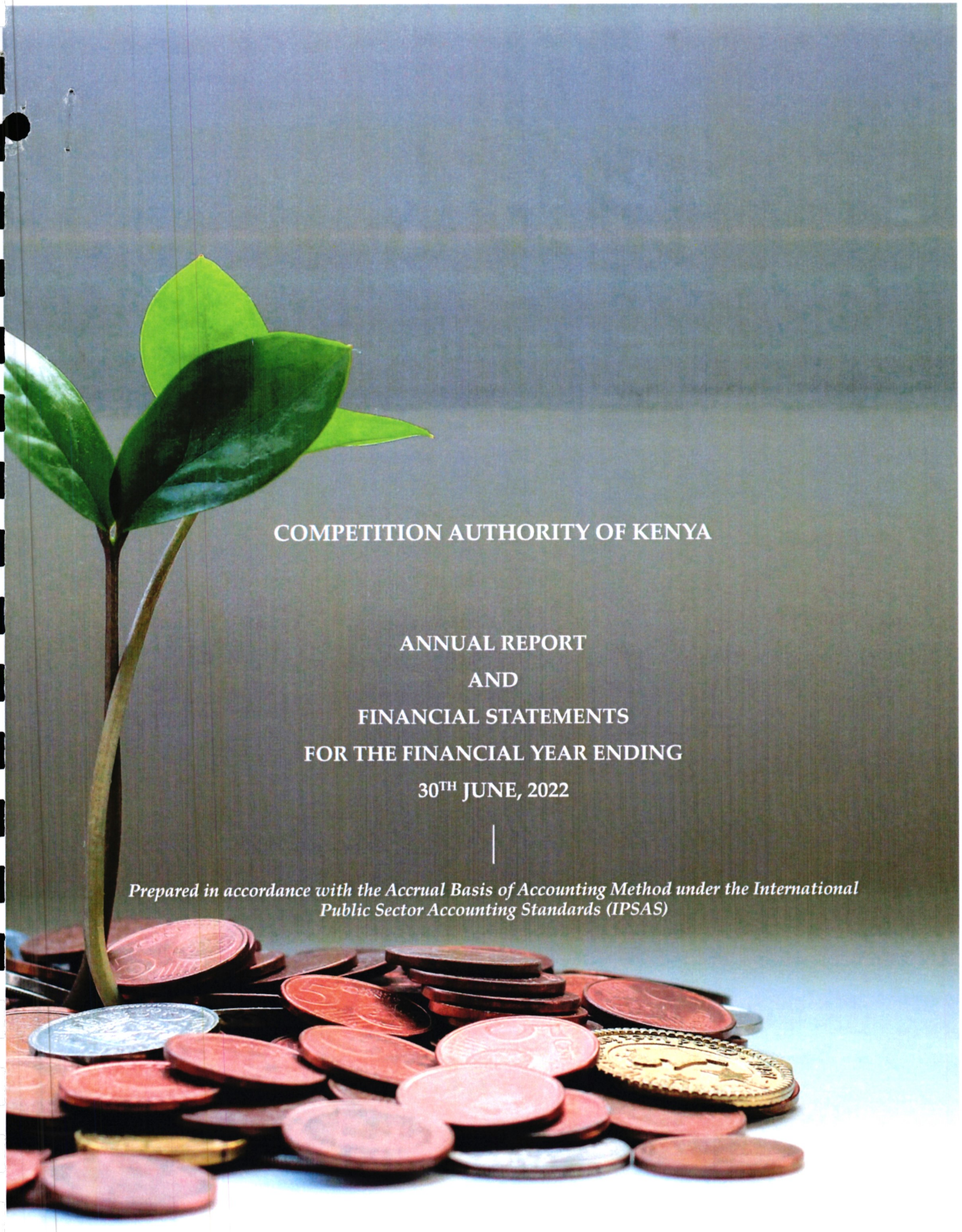
Go to the link **https://bit.ly/3tdXICp** to read an opinion piece by Mr. Kamiti on *#FairDigitalFinance*

COMPETITION AUTHORITY OF KENYA

Creating efficient markets for consumers

www.cak.go.ke https://competition.cak.go.ke:444/ +254 (20) 2779000

On March 15th every year, the Authority commemorates the World Consumer Rights Day by educating and informing the Kenyan consumers about their rights under the Constitution of Kenya, 2010, the Competition Act and redress mechanisms available to them



COMPETITION AUTHORITY OF KENYA

ANNUAL REPORT
AND
FINANCIAL STATEMENTS
FOR THE FINANCIAL YEAR ENDING
30TH JUNE, 2022

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



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CORPORATE INFORMATION

Physical Address:

Kenya Railways HQs Block 'D', Ground Floor,
Workshop Road, off Haile Selassie Avenue,
P.O. Box 36265 – 00200,
NAIROBI, Kenya.
Tel: +254-20-2628233 or +254-20-2779000
Website: https://www.cak.go.ke/
Email: info@cak.go.ke

Independent Auditors:

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

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Legal Advisors

NAME OF LAW FIRM	ADDRESS
Office of the Attorney General & Department of Justice	Sheria House, Harambee Avenue, P.O. Box 40112-00100, NAIROBI
Humphrey & Company LLP	Fortis Suites, 8th Floor, Upper Hill, Hospital Road, P.O. Box 21398-00100, NAIROBI
Ochieng' Walukwe & Associates	Rehani House, 6th Floor, Koinange Street, P.O. Box 2904-00200, NAIROBI
Lusweti & Nabutola Co. Advocates	Fatima Court, Block A, Left Wing 1st Floor, Suite 10, Argwings Kodhek/ Marcus G. Road, opp Studio House Hurlingham, P.O. Box 18790-00200, NAIROBI
Cootow & Associates Advocates	N.S.S.F. House, Pent House - North Tower, Nkurumah Road, P.O. Box 16858-80100, MOMBASA
Rachier & Amollo Advocates	Mayfair Center, 5th Floor, Ralph Bunche Road, P.O. Box 55645-00200, NAIROBI
J.O. Juma & Company Advocates	Sifa Towers, 2nd Floor, Suite No. 2E, Lenana Road/Ring Road Kilimani Junction, P.O. Box 9939-00200, NAIROBI
Nduta, Munene & Komu	KMA Centre, Block D, 1st Floor, Chyulu Rd, P.O. Box 20201-00100, NAIROBI
Wesonga, Wamalwa & Kariuki Associates Advocates	4th Floor, Embassy House, Harambee Avenue, P.O. Box 45770-00100 NAIROBI

Bankers

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

ACRONYMS

ABP	Abuse of Buyer Power
AGPO	Access to Government Opportunities
AIDS	Acquired Immuno-Deficiency Syndrome
AFA	Agricultural Food Authority
AKS	Association of Kenya Suppliers
BAC	Budget and Appropriation Committee
BCM	Business Continuity Management
CBK	Central Bank of Kenya
CCC	COMESA Competition Commission
CMS	Case Management System
CMA	Capital Markets Authority
CGA	Cereal Growers Association
COMESA	Common Market for Eastern and Southern Africa
CPD	Continuous Professional Development
CoG	Council of Governors
EAC	East Africa Community
ERM	Enterprise Risk Management
ICN	International Competition Network
IRA	Insurance Regulatory Authority
KAM	Kenya Association of Manufacturers
KNBS	Kenya National Bureau of Statistics
MSMEs	Micro, Small and Medium Enterprises
NEMA	National Environmental Management Authority
NTSA	National Transport Safety Authority
ONA	One Network Area
PFM	Public Finance Management Act
PPRA	Public Procurement Regulatory Authority
PWD	People with Disability
QMS	Quality Management System
RTP	Restricted Trade Practices
RETRAK	Retailers Trade Association of Kenya
SCAC	State Corporations Advisory Committee
UNCTAD	United Nations Conference Trade and Development
YPP	Young Professionals Program

PREAMBLE

The Competition Authority of Kenya ('**the Authority**') is a State Corporation established under Section 7 of the Competition Act No. 12 of 2010 ('**the Act**'). It's 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:

i. Increase efficiency in the production, distribution and supply of goods and services;
ii. Promote innovation;
iii. Maximize the efficient allocation of resources;
iv. Protect consumers;
v. Create a conducive environment for investment, both foreign and local;
vi. Capture national obligations in competition matters with respect to regional integration initiatives;
vii. Bring national competition law, policy and practice in line with best international practices; and
viii. Promote the competitiveness of national undertakings in World markets.

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, National Treasury and Planning. The Annual Report captures the overall performance of the Authority, based on its key interventions and performance indicators.

This Report provides the nature and scope of the Authority's activities; its plans and priorities including the number and nature of complaints and applications determined and/or under consideration; number and nature of investigations completed and continuing; and significant studies and market inquiries completed during the Financial Year 2021/22. 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 in order 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:

Customer focus

We commit to attain the highest standards in service delivery to all stakeholders in line with ISO 9001:2015;

Integrity

We commit to act in an honest, transparent and responsible manner while implementing our programmes;

Professionalism

We are guided by professional ethics aimed at building an appropriate corporate culture and creating the right corporate image;

Impartiality

We uphold the highest levels of equity by treating all stakeholders without any discrimination whatsoever;

Teamwork

We adopt a participatory approach and work together at all levels in the conduct of business; and

Innovation and Creativity

We are a learning organization that embraces change and continuously enhances creativity and innovation in our business processes.



ISO 9001:2015 Certified

Mandate

The Authority's mandate is to promote and safeguard competition in the national economy and to protect consumers from unfair and misleading market conduct. 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 in so far as they engage in trade.

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

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

Quality Management System

During the year under review, the Authority was re-certified to the ISO 9001:2015 for the third time thereby maintaining its Quality Management System (QMS) anchored under the Standard. The internationally-recognized Standard enables organizations become customer-focused, operate efficiently, purpose to continual improvement and inculcate a fact- and risk-based approach in decision-making.

Implementation of the QMS has enabled the Authority harness efficiencies in its operations including in the resolution of customer complaints and using customer feedback to improve service delivery. Further, the implementation of the QMS coupled with automation of its key processes has led to improved and efficient utilization of resources.

Quality Policy

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

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



ISO 9001:2015 Certified

Quality Objectives

Provision of quality and effective regulation of both market conduct and structure, buyer power, and protection of consumers from unfair and misleading market conduct;

Enhanced use of research and data to make informed and optimal decisions to support delivery of the Authority's mandate

Ensure optimal utilization of the Authority's resources in the attainment of its mandate;

Enhance customer satisfaction that exceeds their expectations by providing quality services;

Ensure that the Authority's operations comply with all applicable laws and regulations; and

Attract, train and retain highly qualified, skilled and motivated staff for the realization of its mandate.

Enterprise Risk Management

The Authority is committed to a process of Enterprise Risk Management (ERM) aligned to the principles of best practice corporate governance and ERM standards. Risk reporting ensures that pertinent risk data is promptly accessible at all organizational levels and serves as the foundation for decision making while enhancing the risk management culture throughout the Authority.

A comprehensive policy on the Risk Management Framework to identify, analyse and manage all key risks has been developed by the Board and integrated into the Management's overall reporting structure. The Board oversights implementation of the ERM ensuring that strong governance structures are in place. The major risks facing the Authority at the corporate level include; cyber security, business continuity, strategy implementation, reputational risk and inadequate funding. The continuous monitoring of situations and implementation of mitigating measures aims to avert any adverse impacts in future.

Business Continuity Management

The Authority continues to implement its Business Continuity Management System (BCMS). In response to the COVID-19 pandemic, the Authority adopted working flexibility measures to ensure that the well-being of staff and its customers/ stakeholders was at the forefront of all decisions made. There are established strategies and processes that support the Authority to plan, respond, manage and seamlessly resume critical operations in the event of a business disruption. This continuous process of planning, preparing and addressing identified institutional vulnerabilities decreases the level of risk and cost to the Authority while minimizing the adverse impact to our stakeholders.

The Authority maintains three priorities to guide its decisions during this time of uncertainty; that is, to keep employees safe, to ensure reliable service delivery to customers and partners, and to contribute in preventing the spread of the virus. The resilience of Authority's systems is critical post COVID-19 as we strive to become a reliable organization even during unexpected disruptions.

CAK IN FIGURES

Indicator	FY 2020/21	FY 2021/22
No. of Consumer cases investigated	314	401
% of Consumer cases finalized	45	64
Consumer savings	Ksh. 3.2 million	Ksh. 7.0 million
No. of RTPs investigated	47	55
% of RTPs finalized	66	60
No. of Mergers notified	89	111
% of Mergers determined	98	97
No. of Buyer Power cases investigated	50	124
% of Buyer Power cases finalized	52	73
ABP remedies from the Insurance Sector	Ksh. 8.3 million	Ksh. 35.5 million
Contribution of Mergers and Acquisitions to the economy	Ksh. 20 billion	Ksh. 25 billion

No. of Consumer cases investigated increased by **87**

19% Increase in Consumer cases finalized

No. of RTPs investigated increased by **8**

Ksh **3.8M** More in Consumer savings

21% Increase in Buyer Power cases finalized

Ksh **27.2M** More in ABP remedies from the Insurance Sector

No. of Buyer Power cases investigated increased by **74**

No. of Mergers notified increased by **22**

Ksh **5B** More in Contribution of Mergers and Acquisitions to the economy



INTERNAL AUDIT AND ASSURANCE

The Internal Audit function has continued to proactively work with management throughout the Financial Year 2021/2022 to provide assurance that the existing internal controls and processes are in place and optimized for effective and efficient risk mitigation.

As a third line of defence, the aim of Internal Audit is to deepen good governance practices and support the achievement of effective internal controls through continuous monitoring and follow up while maintaining its objectivity and independence. During the reporting period, the Audit Department audited all the operational areas. As a result of the effective monitoring and assurance provision, the Authority's activities were delivered undisrupted and delivered within the set timelines during the period under review.

Corruption Prevention

The Authority has a zero-tolerance policy towards corruption. As an agency, we have endeavoured to sensitize every new staff member on the phenomenon of corruption, obligations of State and Public Officers under the Leadership and Integrity Act, 2012 and the Bribery Act, 2016 through its on boarding programmes. This has helped maintain a culture of integrity, ethical conduct and professionalism within the organization. The Authority has an operational Whistle Blowing Policy that provides for an ethics hotline, email and corruption reporting boxes. Through these channels, anonymous reports on unethical/ corrupt conduct can be submitted for review without fear of intimidation.

Due to the robust corruption monitoring and reporting mechanisms, there were no reported cases of corruption within the Authority during the reporting period.

ISO 9001:2015 Certified



BOARD OF DIRECTORS FY 2021/2022



Amb. Nelson Ndirangu, OGW

Date of Birth: **31st December, 1952**
Designation: **Board Chairman**
Term: **6th May, 2019 – 5th May, 2022**

Amb. Ndirangu has a wealth of experience in trade / economic policy issues including Competition Policy. He has strong managerial, leadership and trade skills of more than twenty (20) years in trade and competition policies, strategic planning, programmatic design and implementation, team building and setting of impact assessment systems.

He has worked as a consultant in various institutions, both national and international organizations such as the World Trade Organisation (WTO), World Health Organisation (WHO), Food and Agriculture Organisation of the United Nations (FAO), United Nations Conference on Trade and Development (UNCTAD), African, Caribbean and Pacific Group of States (ACP), Common Market for Eastern and Southern Africa (COMESA), Intergovern-

mental Authority on Development (IGAD), East African Community (EAC) and South Centre. In particular, he handled competition policy issues in the WTO where he articulated Kenya's position regarding possible negotiations on multilateral disciplines in Competition Policy.

Prior to his appointment, Amb. Ndirangu was an Independent International Consultant on Trade Policy issues. His recent assignment was commissioned by the AU where he compared the approaches to regional integration under the Tripartite Free Trade Area (TFTA) and the African Continental Free Trade Area (AfCFTA) and the lessons that can be learned.

He has also served in various roles; contracted by the Ghana Chamber of Commerce and Industry to review the AfCFTA and how its implementation can be popularized borrowing from the experience of TFTA (May-July 2018); as a Director General, Economic and Commercial Diplomacy Directory at the Ministry of Foreign Affairs and International Trade (Dec. 2012-Dec. 2017); appointed Ambassador / High Commissioner mid-December 2012; Chief Negotiator for Kenya on TFTA and AfCFTA up to December 2017; Director, Asia Division at the Ministry of Foreign Affairs (August 2007-December 2008); and Chief Negotiator for Kenya in the WTO based in Geneva (1999-2007).

He holds several awards, including the Order of Golden Warrior of Kenya (OGW) in recognition of his contribution to trade policy formulation, development and implementation.

Amb. Ndirangu has a Master of Arts (M.A.) and a post Graduate Diploma in International Economic Relations from the University of East Anglia, UK, a Post Graduate Diploma in International Trade Policy from the WTO, Switzerland and a Bachelor of Commerce Degree (B.COM Hons.) from the University of Nairobi, Kenya.



Wang'ombe Kariuki, MBS

Date of Birth: **24th July, 1969**
Designation: **Director–General**
Term: **Appointed on 9th January, 2013 (serving 2nd term)**

Wang'ombe Kariuki has vast experience in competition enforcement and is the first Director-General of the Competition Authority of Kenya. His main interests are in competition regulation and economics of institutions' development. He is a distinguished authority in the competition enforcement world for his advocacy efforts and other initiatives geared towards modernizing various competition regimes.

Mr. Kariuki holds a Master's of Science Degree in Economic Regulation and Competition from City University, London; a Bachelor of Arts degree in Economics and Business Studies from Kenyatta University; and various Certificates in Strategic Leadership and Corporate Governance.



Mr. Albert Mwenda

Date of Birth: **10th May, 1971**
Designation: **Alternate to the Principal Secretary, The National Treasury and Planning**
Term: **Appointed in December, 2019**

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

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



Ms. Elizabeth Ng'ang'a

Date of Birth: **24th August, 1962**
Designation: **Alternate to the Attorney-General**
Term: **Appointed in 2012**

Ms. Elizabeth Ng'ang'a is a Parliamentary Counsel in the Office of the Attorney-General. She has undergone various trainings on drafting and has a wide experience in legislative drafting. Over the years, Ms. Ng'ang'a has served on numerous committees and task forces as a drafting expert, more recently being drafting financial legislation under the National Treasury and Planning.

She is an advocate of the High Court of Kenya and holds a Bachelor of Laws Degree from the University of Nairobi as well as a Postgraduate Advanced Diploma in Legislative and Financial Drafting from the University of West Indies Cave Hill Campus, Barbados.



Dr. Abdirizak Nunow, PhD

Date of Birth: **5th April, 1965**
Designation: **Independent member**
Term: **Appointed in October, 2019**

Dr. Nunow is a Senior Lecturer in Moi University's School of Arts and Social Sciences where he teaches natural resources management in Geography Department.

Dr. Nunow was a member of the Constitution of Kenya Review Commission (CKRC) that undertook the writing of a new constitution for the country through the most elaborate public participation. In addition, Dr. Nunow worked with the Inter-Parliamentary Union of IGAD (IPU-IGAD) Member States based in Addis Ababa, Ethiopia, as the Director for Social and Environmental Affairs. Most recently, he was a member of a Working Group appointed by the Budget and Appropriation Committee (BAC) of the National Assembly, to carry out Socio-Economic Audit of the Constitution of Kenya, 2010.

Dr. Nunow has wide experience in consultancies in social development, humanitarian disaster management, food security, strategic planning, environmental impact assessment and environmental audit, among others. He holds a PhD in Environmental and Behavioural Sciences from the University of Amsterdam, a Master of Philosophy in Environmental Planning from Moi University and a Bachelor of Arts in Economics and Business studies from Kenyatta University.



Mr. Rotich Kiprono Joseah

Date of birth: **19th December, 1965**
Designation: **Alternate to the Principal Secretary, State Department for Trade and Enterprise Development**
Term: **Appointed on 16th October, 2020**

Joseah Rotich has a wealth of experience in trade and economic policy. In addition to over 25 years' experience in trade policy, he has leadership and strong coordination skills along with long term experience in trade negotiations. He has spearheaded a number of trade negotiations, among them; EAC-EU EPA Negotiations, COMESA-EAC-SADC Tripartite FTA as lead

negotiator for the EAC Partner States, the African Continental Free Trade Area (AfCFTA) as key Kenyan negotiator and chair of the Technical Working Group (TWG) on Rules of Origin since commencement of the negotiations, and EAC-CET and EAC Rules of Origin Review and Kenya-UK EPA and Kenya-USA as lead negotiator on market access and Rules of Origin, among other bilateral negotiations.

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



Ms. Lenah Munuve

Date of birth: **26th May, 1970**
Designation: **Non-Executive Director**
Term: **Appointed on 26th November, 2021**

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

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



Dr. David Wanyama, PhD

Date of birth: **1st January, 1978**
Designation: **Non-Executive Director**
Term: **Appointed on 26th November, 2021**

Dr. Wanyama is a strategy and governance expert with over 20 years' commercial and consulting experience. Dr. Wanyama has a PhD Finance, MBA

Finance, Bachelor of Commerce (Management), Diploma in Co-operative Management, International Diploma in Insurance, Credit Management Diploma and is a CPA (K). He is currently undertaking a Master of Laws degree at the University of East London.

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



Dr. Alome Achayo, PhD

Date of birth: **9th October, 1968**
Designation: **Non-Executive Director**
Term: **Appointed on 26th November, 2021**

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

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



MANAGEMENT TEAM



Wang'ombe Kariuki, MBS
Date of Birth: **24th July, 1969**
Designation: **Director General**

Mr. Kariuki has vast experience in competition Policy and law formulation enforcement. His main interests are in competition regulation and economics of institutions' development. He is a distinguished authority in the competition enforcement world for his advocacy efforts and other initiatives geared towards modernizing various competition regimes. He is currently involved in various international forums aimed at informing the developing of optimal regulatory regime for Digital economy and online platforms.

Mr. Kariuki holds a Master of Science (MSc), Degree in Economic Regulation and Competition from City University, London; a Bachelor of Arts (BA) Degree in Economics and Business Studies from Kenyatta University; and various Certificates in Strategic Leadership and Corporate Governance.



Boniface Makongo

Date of Birth: **4th March, 1977**
Designation: **Director, Competition and Consumer Protection**

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

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



Dr. Adano Wario Roba, PhD

Date of Birth: **28th May, 1968**
Designation: **Director, Policy, Research & Quality Assurance**

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

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



Eric Mwangi

Date of Birth: **5th May, 1979**
Designation: **Director, Corporate Services**

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

He is a holder of Masters of Business Administration (Finance Option) and Bachelor of Science Degree (Hons.) from the University of Nairobi. He is a Certified Public Accountant (Kenya), Certified Fraud Examiner (CFE) and Certified Information Systems Auditor (CISA). 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.



Gideon Mokaya

Date of Birth: **10th June, 1974**
Designation: **Manager, Enforcement and Compliance**

Mr Gideon Mokaya is the Manager of the Enforcement & Compliance department since 2015. He heads the enforcement of Restrictive trade practices where he oversees the investigations and remedying of cartel and Abuse of Dominance conduct in the Kenyan market. Gideon is a holder of a Master of Business Administration from University of Nairobi, a postgraduate diploma in EU Competition Law from Kings College London, is a Certified fraud examiner (CFE) and a member of the Institute of Certified Public Accountants of Kenya (ICPAK).

He has had over 15 years' experience in forensic investigations having worked in various institutions including Kenya National Audit Office and the Ethics and Anti-Corruption Commission where he successfully led teams in conclusion of economic and fraud cases through training of officers, planning of investigations, evidence collection, analysis, reporting, facilitating prosecution and other remedial measures. At the Authority, he has guided in the development and implementation of the investigation filing system, various guidelines on assessment of restrictive trade practices including fining and settlement and searches and seizures guidelines. His experience in forensic investigation continues to enable expeditious handling, sanctioning and deterrence of Restrictive Trade Practices in the Kenyan market.



Boniface Kamiti

Date of Birth: **21st February, 1975**
Designation: **Manager, Consumer Protection**

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

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



Ninette K. Mwarania

Date of Birth: **21st June, 1980**
Designation: **Manager, Planning, Policy and Research**

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

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



Mugambi Mutegi

Date of Birth: **19th January, 1986**
Designation: **Manager, Communications and External Relations**

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

His main role at the Communications & External Relations Department is ensuring the Authority's stakeholders are well appraised about the Authority's mandate. The department develops and executes strategies through which the Authority can increase its visibility as well as enhance its corporate image among its key stakeholders. Mugambi's background working at **a leading media company has benefitted the Authority as it seeks to strength** its relations with members of the 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.



Ambrose Ageng'a

Date of Birth: **15th November, 1978**
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' work experience in both the private and public sector, having previously worked in corporates and the Kenya Revenue Authority and the Salaries and Remuneration Commission. He has also **been involved in Audit Committee activities at both the County and National Government levels.**



Raphael Mburu

Date of Birth: **30th December, 1985**
Designation: **Manager, Mergers and Acquisitions**

Mr. Mburu joined the Authority in December 2014. He possesses advanced skills in Competition Law and Economics dealing with regulation of market structure. He holds a Master of Business Administration (Leadership and Sustainability) from University of Cumbria, Post graduate Dip. in EU competition Law from King's College London and a Bachelor of Science (Statistics and Chemistry) Degree from JKUAT. Prior to joining the Authority, Mr. Mburu worked in the telecommunications and advertisement industries.



Priscilla Njako

Date of Birth: **10th October, 1973**
Designation: **Manager, Buyer Power**

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

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



Mercelline Anduro

Date of Birth: **17th August, 1978**
Designation: **Manager, Information and Communication Technology**

Ms. Anduro was appointed Manager ICT in February 2019. She has over 14 years' experience in network management, database administration, web design, corporate communication, hardware and software maintenance and user support from the Public Sector. She has been involved in various ICT projects, ICT Strategy formulation, execution and alignment with business, ICT security, Business Continuity Management, Project Management and Forensic investigations.

Ms. Anduro has vast experience in information communication and technology field drawn from over 12 years' experience working with the Public sector. She holds a degree in Business Information Technology from Kenya Methodist University, Diploma in Computer Studies from Pwani University. 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.



Ochieng' Ochiel

Date of Birth: **20th March, 1981**
Designation: **Manager, Internal Audit**

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

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



Walter Masinde

Date of Birth: **28th April, 1976**
Designation: **Manager, Supply Chain Management**

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

He holds professional memberships to the Kenya Institute for Supplies Management (KISM) and the Chartered Institute of Purchasing and Supply (UK). Mr. Masinde is an accomplished professional in Supply Chain Management with over 10 years' experience.



Faith Marete

Date of Birth: **5th November, 1979**
Designation: **Manager, Human Resources and Administration**

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

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



Mr. Amenya Omari

Date of Birth: **3rd November, 1983**
Designation: **Corporation Secretary & Manager Legal Services**

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

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



Ms. Beryl Mwandale

Date of Birth: **30th October, 1985**
Designation: **Ag. Head, Risk and Quality Assurance**

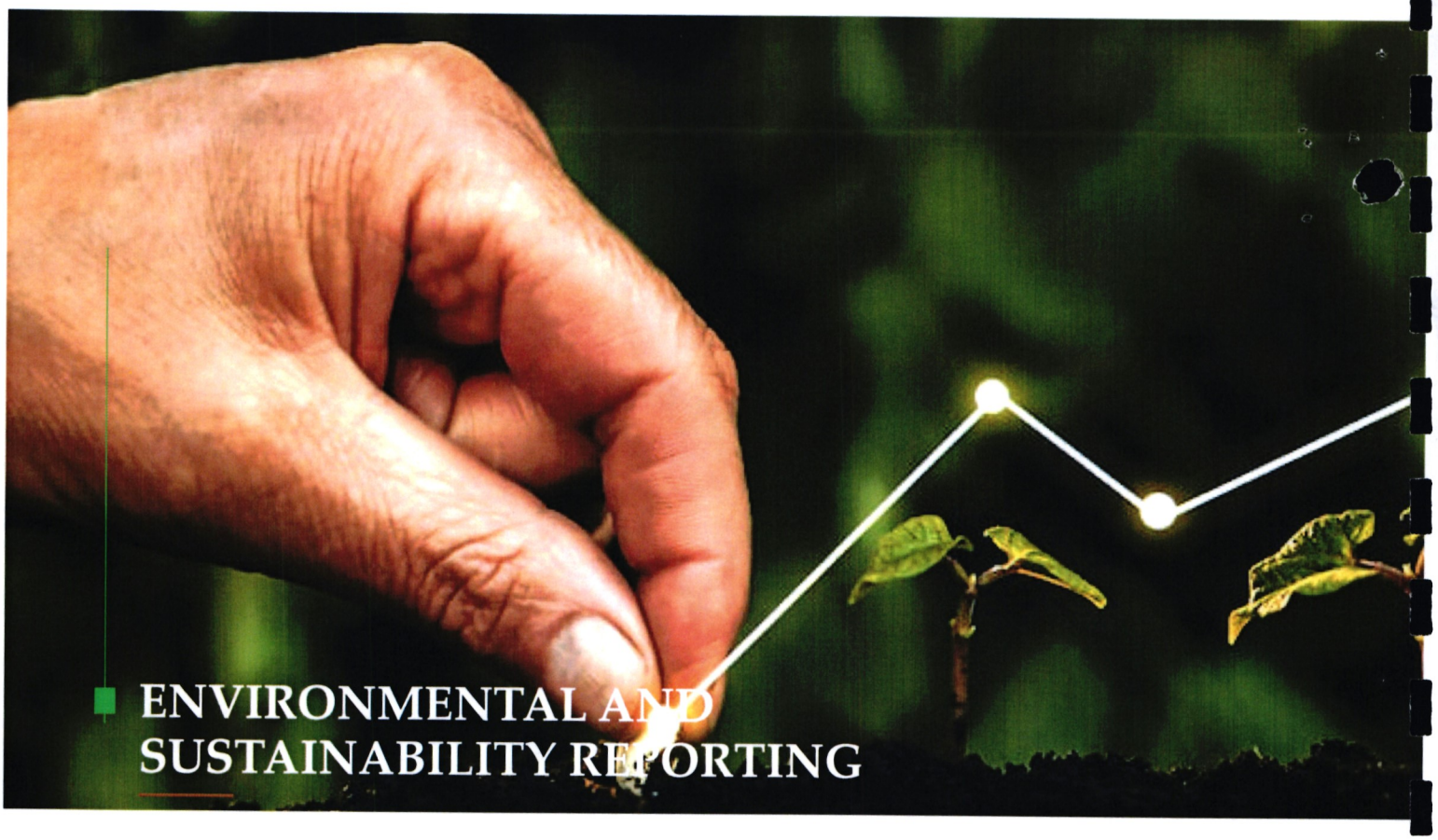
Ms. Mwandale has experience in the fields of auditing, finance, enterprise risk management, business continuity, policy analysis and quality assurance both in public and private sectors spanning over twelve years. Ms. Mwandale holds a Bachelor of Science Degree in Actuarial Science and a Masters of Finance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



Arthur Odima, a Senior Analyst within the Authority, during an interview with Ramogi TV, a Dholuo-speaking station, in November 2021. The interview focused on the Authority's consumer protection mandate.



ENVIRONMENTAL AND SUSTAINABILITY REPORTING

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

Sustainability Strategy and Profile

The Authority has developed and implements various policies that promote sustainability. These are the Human Resource Manual, the Occupational Safety Policy and the Succession Management Policy, among others. The Authority considers partnerships to promote sustainability; plans and budgets for corporate social responsibility programmes and participates in environmental conservation exercises.

Environmental Performance

With regard to achievement of SDG 3 on Good Health and Well-being, the Authority contracted a firm licensed by the NEMA to dispose e-waste in the year under review. E-waste such as empty toner bottles and used motor vehicle tyres were disposed appropriately, thereby reducing the instances of hazardous material and chemicals contaminating the environment.

The Authority planted 2,500 trees of different species at C.C.M Mbuju Primary School in Timau, Meru County, in March 2022. This exercise was conducted in collaboration with Kenya Forest Service (Ontulili Conservancy), and members of the community. This initiative, pursuant to SDG 13 on Climate Action, contributed to the country achieve the 10% forest cover, from the previous 8.83%, before the target and will help reduce the effect of global warming. Further, over the last six years, the Authority planted over 8,000 trees in seven counties. An assessment of the projects indicates a survival rate of 95%.

Employee Welfare

The Authority complies with the Constitutional gender requirement in its recruitment process. As at the end of the reporting period, there were 62% male and 38% female staff members. This balance has been maintained across all cadres of the Authority.



Further, a Succession Management Policy has been developed and implemented detailing how the Authority will manage vacancies in key positions as they fall vacant. Towards this end, the Authority engaged five (5) Young Professionals with the aim of building capacity on Competition Law and Policy. In order to enhance staff skills and knowledge in Competition Law and Policy, Consumer Protection, Management and Leadership, the Authority trained forty (40) staff members.

These programmes were geared towards adopting international best practices in our work and equipping the staff members with the requisite kills to attend to emerging areas in competition law enforcement, effective management and career progression. The Authority continued to leverage on online/virtual trainings. Further, eleven (11) members of staff were facilitated in the Continuous Professional Development (CPD) programmes to ensure that they are in good professional standing.

The Authority operationalized the Coaching and Mentorship Programme in January 2022, aimed at promoting skills transfer, both technical and social, and further bolstering the Authority's succession management efforts.

At the end of the period under review, several staff members were at various stages of the programme. Other employee welfare initiatives aimed at attracting and retaining competent staff include; -

i. Car loan and mortgage facilities at concessionary interest rates;
ii. Recognition of outstanding staff performance;
iii. Implementation of the government policy on remote working; and
iv. Comprehensive medical scheme

The Authority has developed and implements the policy on safety and compliance with Occupational Safety and Health Act (OSHA) by training staff, appointing a committee to implement the policy and conducting quarterly OSHA audits. Further, the Authority conducts fire drills to check employee preparedness and quarterly audits to ensure that all safety measures are in place, work place registration that is renewed annually. In addition to the above initiatives, the Authority conducted an employee satisfaction and work environment survey in FY2021/22 attaining an index of 88%.

Market Place Practices

Responsible Competition Practice

The Authority engaged the National Council for Persons with Disability (NCPWD) by registering to the NCPWD Employment Portal geared towards attracting more PWDs candidates to apply for jobs advertised and take up procurement opportunities. This resulted in contracts worth over Ksh. 2.5 million awarded to PWDs, therefore, improving the quality of live and supporting their livelihoods.

Further, the Authority continuously undertakes Corruption Risk Assessment of all its processes to promote transparency and accountability. The Authority publishes all tenders awarded on its Website and statutorily submits reports to the Public Procurement Regulatory Authority to enhance accountability and transparency of its public procurement process.

Through enforcement of the Competition Act's Buyer Power Provisions, the Authority enabled recovery of Ksh. 38 million in delayed payment to MSMEs in the insurance sector (motor vehicle assessor and garages) and salvaged 1,000 jobs, supporting the realization of SDG 1 on No Poverty. The recovered amount supported increased liquidity and enabled settlement of debts by the MSMEs.

Responsible Supply Chain and Supplier Relations

In the FY2021/22, the Authority settled all payments to suppliers within an average of five (5) days upon receipt of all supporting documents, including invoices, which is well within the statutory requirement of thirty (30) days. This ensured that liquidity levels were maintained by the businesses, and that they could honor their cash obligations as required. Further, 56.2% of the Authority's annual procurement spend (Ksh. 71 million) was taken up by special interest groups (Youth, Women & PWD's). Local content procurement accounted for 69.4% of the aforementioned spend. This facilitated achievement of SDG 1 on Supporting Job Creation, as well as the Buy-Kenya-Build Kenya Initiative.

Corporate Social Responsibility / Community Engagements

The Authority undertook two Corporate Social Responsibility (CSR) activities with the aim of giving back to the community;

i. Donation of books: The Authority supported Tumaini Boys Secondary School (Garissa County) and Kamuwongo Primary School (Kitui County) by donating 800 KICD-approved textbooks. This initiative is part of the Authority's goals of supporting achievement of SDG 4 on Quality Education. The Authority also equipped the schools' libraries with other resources material such as Annual Reports, the Competition Act and brochures elaborating its mandate. The Authority's staff members supplemented this CSR activity by giving personal donations of books. Over 900 students benefitted from this initiative.

ii. Young Professional Programme – The Authority runs a programme for the Young Professionals aimed at exposing them to the tenets of the Competition Law and Policy. It is also one way of skilling the youth for employment opportunities in the economy. This is in line with the Sustainable Development Goal 8 whose objective is to promote inclusive and sustainable economic growth, employment and decent work for all.



CHAIRMAN'S STATEMENT

CHAIRMAN'S STATEMENT

Esteemed stakeholders, on behalf of the Board, it gives me pleasure to present to you the Authority's Annual Report and Financial Statements for the FY 2021/2022. This Report gives an account of the Authority's initiatives and interventions to promote and safeguard competition and protect consumers from unfair and misleading market conduct in the national economy. This is the first Annual Report under the 3rd Strategic Plan which is an embodiment of the commitment of the Board in enhancing the welfare of Kenyans and promoting and safeguarding effective competition in markets. The Authority has actualized all planned activities for the FY 2022/23.

During the year under review, the Global economy continued to recover from the adverse effects of the COVID-19 pandemic which saw economies experience health concerns, supply disruptions and upward price pressures. When the recovery was ongoing, the Europe's first war since World War II erupted, with the Organization for Economic Co-operation and Development (OECD) projecting that this conflict will weaken growth, increase inflation and further disrupt supply chains. The International Monetary Fund (IMF) revised downwards the global Gross Domestic Product (GDP) growth from 6.6% to 5.9%. In Africa, the African Development Bank estimates that the continent's GDP will decrease from 3.4% to 4.1% and plateau at that rate in 2023. Domestically, the National Treasury and Planning estimates that the economy will rebound to 5.3% this financial year. It is against this backdrop that the Authority conducted its business in the year under review. Some of the key highlights in the competition enforcement during this period are outlined below.

The Authority revised the Administrative Remedies Guidelines for Consumer Protection and Buyer Power Guidelines in order to provide clarity, transparency and predictability in the application of the respective provision of the Competition Act and align them to international best practices. These were two (2) of the three (3) Guidelines that the Board considered and

approved during the year under review. Additionally, the Board approved four (4) policies and is monitoring their implementation.

During the year under review, the Authority collaborated with sector regulators, national, regional and international agencies in achieving its mandate, including sharing knowledge and experience. For instance, in collaboration with Public Procurement and Regulatory Authority sensitized the staff of Rural Electrification and Renewable Energy Corporation (REREC) on to promoting competitive public bidding and ensure Kenyans get value for money. This sensitization follows the penalization of undertakings found culpable of bid rigging during procurement of wooden poles on behalf of the REREC. We also engaged the US Department of Justice (DoJ) to build the capacity building of our two agencies, specifically with regard to best practices in detecting, investigating, and prosecuting bid rigging.

In implementing its mandate, the Authority acknowledges the support it continues to receive from the parent ministry – the National Treasury and Planning. The Authority received Ksh. 337.6 million from the Exchequer to meet both its current and development needs in the period under review.

Ladies and gentlemen, I welcome the three (3) new Board members who joined us during the year under review and wish them success as they offer policy directions to the Authority in competition enforcement. During the latest Board evaluation by the State Corporation Advisory Corporation Committee (SCACC), we scored 98%, exemplifying our Board commitment to ensuring adherence to the highest standards of corporate governance. It is also worth noting that the Authority, for the fifth year in a row, emerged top among sixty (60) semi-autonomous government agencies for its application of the International Public Sector Accounting Standards (IPSAS) accrual basis of reporting. This achievement underscores the Authority's consistency in financial reporting, accountability, and continual improvement. Funding continues to be the biggest challenge to the Authority's implementation of its strategy and mandate as it relies heavily on exchequer which forms up to 72% of its budget. The Board recognizes that this is a national problem and has committed to sustain the negotiations and collaboration with the national government through The National Treasury and Planning to find a lasting solution to the challenge.

The Board would also like to thank the outgoing Director-General, Mr. Wang'ombe Kariuki, for his illustrious service to the Authority. It is during Mr. Wang'ombe's tenure that the Authority made significant strides in competition enforcement, locally and internationally. Indeed, in December 2021, he was appointed to the International Competition Network's Steering Group in recognition of the Authority's commitment to supporting the Network and as a reference centre for competition law and policy enforcement in Africa. The Board also recognizes the critical role that the Authority Management and Staff play in the execution of our mandate. As the Board, we are fully committed to continually enhancing the welfare of our staff members to ensure that they are well equipped, both at work and socially, to professionally execute their tasks and facilitate the Board achieve the ambitious targets set out in the Strategic Plan.

Amb. Nelson Ndirangu, OGW
Board Chair



DIRECTOR-GENERAL'S STATEMENT

DIRECTOR-GENERAL'S STATEMENT

Ladies and Gentlemen, it gives me pleasure to welcome you to read the Authority's Annual Report and Financial Statements for FY 2021/2022 which has been prepared in accordance with Section 83 of the Competition Act, and in which we seek to be accountable to our stakeholders.

During the year under review, businesses continued charting a recovery path from the impact of the COVID-19 pandemic, as evidenced by the positive economic performance across various sectors. As an agency, we remained steadfast in our commitment to stakeholders by being agile and responsive to accommodate their various needs, while judiciously executing our mandate of creating efficient markets for consumers.

My statement provides a snapshot of some the Authority's activities and achievements in the past twelve (12) months, including interventions in various sectors of the economy, aimed at enhancing the competitiveness of our markets, locally and internationally. A comprehensive account is provided in the main Report, where all functional units have detailed their accomplishments during the reporting period. The targets and accomplishments have been guided by the Authority's 3rd Strategic Plan FY 2021/22-2024 /25, under the theme: "Expanding Enforcement Frontiers for Increased Consumer Welfare and Sustainable Economy", which we started implementing on 1st July, 2021.

In this regard, I am pleased to report that our sustained awareness creation activities across the country, coupled with leveraging ICT tools to decentralize our service points, increased the consumer-related caseload during the year by 28% to four hundred and one (401) up from three hundred and fourteen (314) the previous year. 30% of these violations were in the wholesale and retail sectors while the manufacturing and financial services sectors each accounted for a quarter of the cases. Going forward, the Authority shall bolster its sensitization sessions across various mediums. We also commit to continue prioritizing investigations into sectors where violations have the

potential of harming a majority of Kenyans. For instance, in the period under review we investigated players in the pharmaceutical and cosmetics sectors to extinguish any existing consumer welfare violations. It was therefore instructive that in April 2022, the Competition Tribunal confirmed the Authority's determination, including a pecuniary penalty, against Royal Mabati for misleading consumers. This Ruling will deter suppliers of goods and services from engaging in conduct that misrepresents transaction terms to consumers and encourage implementation of robust and fair complaints redress mechanisms.

It is now three years since the Authority formed a Department to address cases where large businesses in powerful bargaining positions exploit this status to their monetary gain and to the detriment of SME suppliers. In the long-run, such conduct, referred to as abuse of buyer power (ABP), depresses the competiveness of markets through closure of businesses, limits consumer choice, and triggers an increase in the prices of goods and services. In the year to June, we concluded ninety (90) ABP cases, a majority (72%) of which were from the insurance sector, relating to complaints by motor vehicle assessors and garages against major insurance firms. The retail sector, which until last year, was leading in incidences of ABP, accounted for the second highest quotient of cases (18%). The Authority's interventions in the year under review mostly focused on delayed payments, the most prevalent ABP conduct, thereby securing the sustainability of SMEs in various sectors and salvaging the livelihoods of tens of thousands of Kenyans, more so during the COVID-19 pandemic period. While we pledge to continue sensitizing stakeholders regarding this relatively new mandate area, we implore businesses and their suppliers to adopt a culture of formalising their supply arrangements through written contracts and enhancing their record-keeping practices.

Ladies and gentlemen, one way of gauging the economic environment is through merger activity; these transactions are a pointer to the attractiveness of the economy to local and international investors. In the period under review, the Authority analysed one hundred and eleven (111) merger cases, representing a 25% increase from the previous year. This increase in merger cases is mainly attributable to two factors: the steady economic rebound and amalgamation of businesses impacted by the COVID-19 pandemic. The merger notifications were mainly from the manufacturing (23%), finance and insurance (11%), retail (11%), tourism and hospitality (9%), telecommunication (8%), aviation (6%), and real estate (6%) sectors.

The key objectives of competition law enforcement is broadening the variety of goods and services available to consumers, at affordable prices, while fostering innovation. Businesses engaging in anti-competitive conduct such as price fixing and abuse of dominance defeat this aspiration. The Authority continuously undertake market screening to collect actionable intelligence to confirm existence of such conduct and inform investigation. It is based on such intelligence that, in December 2021, the Authority conducted a search and seizure of the premises of fourteen (14) steel manufacturers across the country. We anticipate that this investigation, which touches on a key input material in the construction sector will be concluded in the next financial year to the ultimate benefit of consumers.

This matter was one of the fifty-five (55) restrictive trade practices cases the Authority investigated in the reporting period. For the finalized matters, we imposed remedies on culpable undertakings, including financial penalties and remedial orders, with the aim of upholding a competition culture in our markets. Further, the Authority conducted compliance checks on seventeen (17) past decisions across our technical mandate areas to ensure that the orders we issue, including during merger analysis, are adhered to. In this respect, we have noted over 95% compliance with non-compliant undertakings risking further and harsher action from the Authority.

The Authority executes its mandate through hard enforcement and soft enforcement. In the financial year under review, the Authority

penalized undertakings a total of Ksh.12 Million for various infringements of the Act. The penalties related to undertakings engaging in anti-competitive conduct, breaching consumer welfare provisions, and implementing mergers without the prerequisite approval of the Authority, among others.

The Authority approach to stakeholder engagement is that of collaboration, transparency, consideration of their feedback in Policy-making, and inculcating international best practice in our work. Towards this end, the Authority revised its Administrative Remedies Guidelines for Consumer Protection and Buyer Power Guidelines to ensure that our decision-making process is predictable and consistent and adopts learnings from past decisions. We expect that revised guidelines promote the efficiency with which we attend to matters. Further, the Authority in September 2021 held its 8th Annual Training and Competition Symposium with the aim of providing a platform to interact and share ideas with stakeholders on emerging issues in competition law enforcement sphere.

One of the key takeaways from this engagement, which involved participation of globally renowned competition, legal and economic practitioners, was the need for enhanced advocacy among MSMEs to deepen a competition culture. It was also noted that there is need for Government to reduce regulatory barriers and improve the investment climate as well as deepen cooperation among agencies, especially with regard to regulating the digital economy.

One of the Authority's key roles is advising the Government regarding matters relating to competition and consumer protection. In furtherance of this, we reviewed and informed five (5) proposed policies, including the Central Bank of Kenya (Digital Credit Providers) Regulations, 2022 and Kenya Information and Communications Act Regulations, 2013. We also made one (1) representation, including key policy recommendations, to the Senate through submission of a Memorandum on the competitiveness of the telecommunications sector.

Further, the Authority sustained its awareness creation activities in order to enhance the visibility and brand equity. Towards this, the Authority conducted over twenty (20) sensitization sessions with stakeholders across various sectors/professions and in different counties. These sensitizations, which were conducted through a combination of in-person and virtual sessions and at no cost, apprised stakeholders regarding our mandate in order to foster a competition culture and enhance compliance with the Act. Notably, the Authority embraced new publicity mediums including using Twitter Spaces to engage the Public, publicising our activities and complaint handling mechanisms through Social Media Influencers.

We also published six (6) Press Releases, two (2) Newsletters, engaged in five (5) Media interviews as well as publicized our Determinations to stakeholders. We remain cognisant of the need to enhance our awareness levels among the Public and are committed to explore cost-efficient modes of achieving while reaching a wide demographic of stakeholders.

In furtherance of this, and in collaboration with the Kenya Institute of Curriculum Development, the Authority is finalizing the inculcation of competition and consumer welfare modules in the competency based curriculum for junior and senior secondary schools. We anticipate that this Curriculum will be rolled out in the next financial year with the aim of empowering our students from an early age regarding, among others, the positive impact of competition in the economy as well as their rights and duties as consumers of goods and services.

During the year under review, the Authority participated and made submissions in various forums with key partners, including the International Competition Network (ICN), the Organization for Economic Co-operation and Development (OECD), the Africa Competition Forum (ACF), among others. Through these interactions, the Authority has been able to share knowledge regarding competition law enforcement and consumer protection and, more critically, gain insights into how other jurisdictions are tackling emerging is-

sues, such as in the digital economy and public procurement. As an Authority, we value international best practice, but are also acutely aware that the solutions we ultimately adopt must be customized to our local context.

And in order to better understand our markets, including the level of competition, barriers to entry and any consumer welfare concerns, the Authority continuously undertakes sector studies and market inquiries in key sectors of the economy. In the year under review, we conducted a cross-country study into the telecommunications sector in collaboration with the ACF to understand the factors contributing to the high cost of roaming which curtail economic activity and integration within Africa. We also conducted a study into the generics drug market and noted the need for developing policies which promote local production and dispensing of generic drugs. The Study concluded that 48% of locally produced drugs are cheaper than the imported alternatives and will therefore promote accessibility of life-saving medication to the Kenyans.

In this regard, the Authority's achievements I have highlighted would not have been possible without the support of the seventy-four (74) highly skilled employees who execute its mandate. It remains the Authority's resolve to empower our staff 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. Further, we have provided various welfare packages for our staff including motor vehicle and mortgage facilities at concessionary interest rates, implementing remote working, with a special focus on lactating mothers or those who are ailing, as well as providing them with a comprehensive medical scheme. Further, the Authority recognizes outstanding staff performance.

We are also grateful to our parent Ministry, the National Treasury and Planning for their continued budgetary and policy support, more so in light of the competing needs and the upcoming regime change at the national level. The Board has equally been instrumental in supporting the Management to achieve its targets. The Authority is also appreciative of the various stakeholders, local and international, from the Public and Private sectors, who have supported us in our quest to create efficient markets for Kenyan consumers.

On a personal note, I will be exiting the Authority in the next financial year after serving as the Director-General for over a decade. I wish to thank all stakeholders for their support and especially my colleagues, both current and past, for being part of the dream to build a formidable competition agency. I challenge my successor to live by the theme of our Strategic Plan and expand the Authority's frontiers.

Wang'ombe Kariuki, MBS
Director-General



CORPORATE GOVERNANCE

Statement of Corporate Governance

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

Members of the Authority

Members of the Authority comprise of the Chairperson, the Principal Secretary - The National Treasury and Planning; the Principal Secretary - Ministry of Industry, Trade and Co-operatives, and the Hon. Attorney-General. The Members also include five (5) independent, non-executive members, appointed from among persons experienced in competition and consumer welfare matters. The Director-General is an *ex-officio* member. All the Non-Executive Directors are independent of management and free from any business or other relationship, which could interfere with the exercise of their oversight.

The Board provides the overall strategic direction and operational guidance of the Authority by:

i. Establishing short and long-term goals of the Authority and developing strategies to achieve these goals;
ii. Monitoring the Authority's performance against these set goals;
iii. Overseeing the preparation of annual financial statements and reports;
iv. Approving annual budgets;

v. Ensuring that the Authority has adequate systems of internal controls; and
vi. Monitoring compliance activities for business continuity.

The Chairperson

The Chairperson is responsible for providing leadership and governance to the Board and fosters the environment for the overall Board and individual Members effectiveness. This is by ensuring that all key and appropriate issues are considered by the Board in a timely manner. The Chairperson is also responsible for ensuring adherence to good corporate governance practices & procedures, and continuously promoting the highest standards of integrity and probity throughout the Authority particularly at Board level. The Chairperson is charged with ensuring that the Board plays a full and constructive role in the development and determination of the Authority's strategies and policies. The Chairperson also ensures that the Board is supplied with timely and sufficient information to enable it discharge its duties effectively.

Separation of Board and Management

The role of the Board is distinct from that of the Management. The Board is not involved in the conduct of day-to-day business as this is the responsibility given to the Director-General. The Board however, retains the responsibility of oversight and approving the policies of the Authority. The Board has a formal schedule of meetings for deliberation of agenda items. Members are given appropriate and timely information to enable them provide and maintain full and effective direction and control over strategic, financial and operational issues of the Authority.

Board Appointments

During the period under review, the Cabinet Secretary, National Treasury and Planning appointed three (3) independent members to fill vacancies on the Board. They are Ms. Lena Munuve, Dr. Alome Achayo and Dr. David Wanyama. The appointments bolstered the numbers in Board to nine (9) competent, diverse and qualified Members. This enabled the reconstitution of Board Committees, specifically the Human Resource Committee and Finance Committee in addition to the Technical & Strategy and the Audit Committees that supported the Board in the execution of its duties. The Members possess diverse educational backgrounds, representing various communities in Kenya and adhering to the one-third gender requirement.

Table 1: Board Members' Educational Background

No.	Name	Designation	Educational Background
1.	Amb. Nelson Ndirangu, OGW	Chairman	Economics
2.	Mr. Wang'ombe Kariuki, MBS	Director-General	Economics
3.	Dr. Abdirizak Nunow	Member	Economics
4.	Ms. Elizabeth Ng'ang'a	Member	Law
5.	Mr. Albert Mwenda	Member	Economics
6.	Mr. Joseah Rotich	Member	Economics
7.	Ms. Lena Munuve	Member	Marketing
8.	Dr. Alome Achayo	Member	Management
9.	Dr. David Wanyama	Member	Audit

Board Meeting Attendance

The Board is required to meet at least once every quarter depending on the needs of the business of the Authority. Seven (7) meetings were held during the year ended 30th June, 2022 which included two (2) retreats to deliberate on matters that could not be discharged during normal Board meetings.

Technical & Strategy Committee

This Committee is mandated to advice on strategic planning, implementation of the Act, work with Management on the technical aspects of the operational performance and functions of the Authority. The Committee reviews Management's recommendations on applications pursuant to Part III, IV, V and VI of the Act and recommends them to the Board for approval. The Committee is also responsible for: (i) examining Management recommendations to the Board on Risk Policy, (ii) effective processes and systems of risk management, (iii) internal controls and (iv) monitoring implementation of the Risk Policy.

During the reporting period, the Committee consisted of five (5) members, namely: Dr. Abdirizak Nunow (Chair), Mr. Joseah Rotich, Ms. Elizabeth Ng'ang'a, Ms. Lena Munuve and Mr. Albert Mwenda and held five (5) meetings.

Audit Committee

The Audit Committee's obligation includes ensuring internal controls are planned, structured and implemented at the Authority. The Committee reviews the proposed audit scope, approach and audit deliverables, and ensures that internal and external audit recommendations are implemented. The Audit Committee reviews the annual financial statements of the Authority, the external auditor's opinion and their comments on internal controls and other observations. The Committee also reviews significant accounting and reporting issues and their impact on financial reports and legal matters that could significantly impact on the financial statements, among other financial reporting responsibilities.

During the period under review, the Committee consisted of five (5) members, namely: Ms. Elizabeth Ng'ang'a (Chair), Dr. Abdirizak Nunow, Mr. Albert Mwenda, Dr. David Wanyama and Mr. Joseah Rotich and held four (4) meetings.

Table 2: Meetings Attendance for the Board Members for the FY 2021/2022

Board Member	Classification	Designation	Technical & Strategy Committee (Meetings held: 5)	Audit Committee (Meetings held: 4)	Full Board Meetings (Meetings held: 7)
Amb. Nelson Ndirangu, OGW	Independent member	Board Chairman	N/A	N/A	5
Mr. Wang'ombe Kariuki, MBS	Director-General	Member	N/A	N/A	7
Mr. Joseah Rotich	Representing PS Ministry of Industry, Trade & Cooperatives	Member	5	4	6

Board Member	Classification	Designation	Technical & Strategy Committee (Meetings held: 5)	Audit Committee (Meetings held: 4)	Full Board Meetings (Meetings held: 7)
Mr. Abdirazak A. Nunow	Independent Member	Member	5	4	7
Ms. Elizabeth M. Ng'ang'a	Representing Hon. Attorney General	Member	5	4	7
Mr. Albert Mwenda	Representing PS National Treasury & Planning	Member	2	2	2
Dr. David Wanyama	Independent Member	Member (appointed in November, 2021)	N/A	1	2
Ms. Lena Munuve	Independent Member	Member (appointed in November, 2021)	1	N/A	2
Dr. Alome Achayo	Independent Member	Member (appointed in November, 2021)	N/A	N/A	2

Board Remuneration

The Chairman is paid a monthly honoraria and a sitting allowance for every meeting attended, while Members are paid a sitting allowance for every meeting attended. The Director General is paid a monthly salary and is eligible for staff loans. The remuneration paid to the Directors for services rendered during the financial year 2021/2022 is disclosed in page 93 of the Financial Statements.

Succession Management

The Board has established a succession plan in order to ensure the management team has the right mix of talent, expertise, and experience to meet the Authority's short and long term objectives. The plan also makes provision inclusion in terms of gender and national diversity.

Board Evaluation FY 2021/ 2022

Corporate governance best practices require that, on annual basis, Board of Directors conduct self-evaluation of its performance. Further, Mwongozo, the Code of Governance State Corporations, requires that Board of Directors in State Corporations carry out annual performance evaluation and file a report thereof with the parent Ministry and the State Corporations Advisory Committee (SCAC). During the year ended 30th June, 2022 the Board conducted an evaluation. The Authority attained a score of 98%.



THE AUTHORITY'S PERFORMANCE AGAINST PREDETERMINED STRATEGIC GOALS

STRATEGIC GOAL ONE:
DELIVERING EFFECTIVE ENFORCEMENT

i. Regulation of Mergers

Regulation of mergers in Kenya is guided by Part IV of the Act, the Competition (General) Rules, 2019 and various Guidelines. All proposed mergers within the Kenyan economy require approval by the Authority pursuant to Section 42 (2) of the Act. However, certain classes of mergers, are exempted from this requirement pursuant to the provisions of the Competition (General) Rules, 2019. This is aimed at ensuring that transactions that are unlikely to lessen competition, mainly MSMEs, are relieved from the time and resources required to file a transaction.

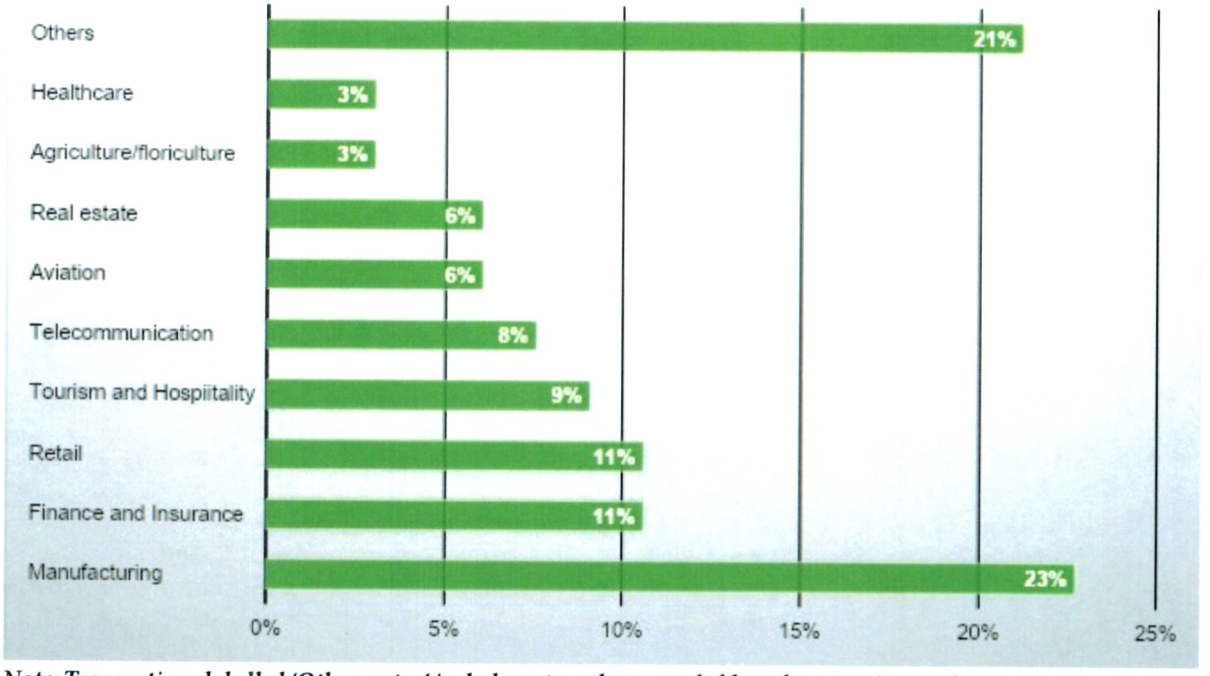
During the period under review, the Authority processed one hundred and eleven (111) notifications. Twenty-five (25) of these transactions met the thresholds for full merger analysis as provided in the Merger Threshold Guidelines while twenty-seven (27) satisfied the criteria for exclusions. Fourteen (14) cases did not qualify as mergers, twenty-five (25) transactions were advisory opinions, while another twenty (20) matters were mergers notified through the COMESA Competition Commission (CCC). Three (3) of the notifications were ongoing at the end of the reporting period.

The merger notifications were mainly from the following sectors: manufacturing, finance and insurance, retail, tourism and hospitality, telecommunication, aviation and real estate.

Table 3: Comparison of transactions handled during the FY 2020/2021 and 2021/2022

Item	2020/2021	2021/2022
Merger transactions	21	25
Transactions excluded from the provisions of Part IV of the Act	29	27
Non-merger transactions (restructuring & advisory opinions)	39	39
Merger transaction notified to CCC	-	20
Total	89	111
Transactions carried forward	2	3

Figure 1: Merger Notifications during the FY 2021/2022 by Sectors



*Note: **Transactions labelled 'Other sector' include sectors that recorded less than two (2) notifications during the year.** Some of the sectors are transport, renewable energy, engineering, and media.*

Some of the merger transactions handled in the reporting period are highlighted below:

Joint Ventures - Volkswagen Aktiengesellschaft and Trinity Investments Designated Activity Company Joint Venture

During the reporting period, the Authority reviewed and approved a merger transaction involving a joint venture (JV) between Volkswagen Aktiengesellschaft (VWAG) and Trinity Investments Designated Activity Company (Trinity).

The JV, which involved the acquisition of the entire issued share capital in Europcar Mobility Group S.A (Europcar) by VWAG and Trinity, which was a full-function joint venture. This was based on the fact that the JV:

i. is intended to exist for an infinite period of time;
ii. has a dedicated management board, supervisory board, consortium committee, and a Chief Executive Officer (CEO), and
iii. has market access and can perform the functions normally carried out by undertakings operating in the same market.

Further, one of the JV acquirers (VWAG) has a strong presence in both the upstream and downstream markets for motor vehicle rental and leasing services in Kenya. Therefore, the transaction constituted a merger under Sections 2 and 41 of the Act as read together with the Competition (General) Rules, 2019, Consolidated Guidelines on Substantive Assessment of Mergers, and the Joint Venture Guidelines.

The JV is intended to propel the business of Europcar to develop into a sustainably successful and innovative company positioned to lead in the fast-growing mobility sector. The Authority found that the merger transaction was unlikely to substantially lessen or prevent competition in the market for the motor vehicle rental and leasing in Kenya and hence the transaction was approved without conditions.

Company Recapitalization - M-Kopa Holdings Limited

The financial year 2021/2022 saw transactions from several undertakings seeking to recapitalize and restructure their debt and equity in an attempt to stabilize their capital structures. Notable among them is the proposed recapitalization of M-Kopa Holdings Limited's share capital. In this transaction, the parties were seeking to convert certain convertible loan notes (debt) issued by M-KOPA Holding Limited to CDC Scots LP, GIM CSF II (Cayman) Limited, LGT Venture Philanthropy Foundation, and LR Africa Holdings Limited into equity. They also sought to amend and recapitalize the share capital of M-KOPA Holding Limited. This would make M-KOPA Holding Limited's share structure more viable for future fundraisings. The Authority approved the transaction without conditions.

During the period under review, the Authority also approved the proposed conversion of debt in Wananchi Group (Holdings) Limited into equity. The merger transaction involved the conversion of certain loan notes (debt) held in Wananchi Group (Holdings) Limited by Triple HoldCo Limited, Liberty Global Europe 2 Limited, and Altice Africa S.à.r.l into equity. This resulted in the three entities acquiring 29.8%, 21.20%, and 30.30% of the issued share capital of Wananchi Group (Holdings) Limited, respectively.

As a result of the transaction, the three entities acquired certain controlling rights in Wananchi Group (Holdings) Limited relating to determining board reserved matters such as the appointment or removal of the chief executive or the chief financial officer of Wananchi Group (Holdings) Limited, adopting or amending the business plan or annual operating budget of Wananchi Group (Holdings) Limited and determining shareholder reserved matters. The conversion was aimed at stabilizing Wananchi Group (Holdings) Limited by assisting and improving liquidity for operations in the wake of economic pressures caused by the COVID-19 pandemic and other macro-economic pressures exacerbated by the pandemic.

Post COVID-19 Pandemic Recovery- Hospitality Sector

During the reporting period, merger activity in the tourism and hospitality sector increased by 7.9% to 9% from 1.1% in the previous period. This increment signals a gradual recovery of the sector which was heavily affected by the consequences of the COVID-19 pandemic.

The Authority approved the acquisition of the entire issued share capital in Mintea Corp, the parent company of Mayhouse Limited, by Maanzoni Lodge Limited and Christopher Musyoka Musau. Maanzoni Lodge Limited is a Kenyan company mainly involved in the tourism and hotel trading as Maanzoni Lodge. On the other hand, Mayhouse Limited is a company incorporated in Kenya that is involved in the business of renting out hotel rooms (for office and accommodation) and conference halls. Through the merger transaction, Maanzoni Lodge Limited sought to grow and expand its business. The Authority found that the merger transaction was unlikely to substantially lessen or prevent competition in the markets for the provision of commercial spaces for rent and conferencing facilities in the Nairobi Metropolitan Area.

During the same period, the Authority approved the acquisition of all the issued shares in Golden Jubilee Limited by Falcon NBO. Falcon NBO, a company incorporated in Mauritius, was seeking to expand its geographical footprint to the Kenyan hospitality market. On the other hand, Golden Jubilee Limited is a Kenyan company that is involved in the hospitality sector.

The Authority found that the merger transaction did not raise competition concerns in the market for 4-star hotels and the provision of associated services in Nairobi County. Further, the parties did not expect job losses for the thirty-three (33) current employees of Golden Jubilee Limited.

ii. Restrictive Trade Practices

The Act prohibits agreements, decisions and or concerted practices by undertakings which have their object or effect the prevention, lessening and or distortion of competition unless exempted in accordance with the Act. Such practices include the sharing of commercial sensitive information between competitors, fixing of purchase or selling prices, dividing or allocating markets, practices of collusive tendering, abuse of dominance among other anti-competitive practices.

During the period under review, the Authority remained committed to facilitate effective competition in the market by sanctioning price fixing, abuse of dominance as well as the removal of unfair contracts between undertakings. The intervention of the Authority in various sectors in this regard has spurred economic activity and bolstered resilience in our economy. Specifically, the Authority investigated fifty-five (55) Restrictive Trade Practices (RTP) cases, thirty-three (33) were finalized while twenty-two (22) are at various stages of investigations. The Authority imposed remedies, including financial penalties and remedial orders, on undertakings found to have infringed the Act.

The Authority is also mandated in certain compelling circumstances to grant exemption to undertakings in accordance with the provisions of the Act. In making a decision on whether to grant an exemption the Authority considers if the exemption will promote exports, improve or prevent decline in the production or distribution of goods or the provision of services, or obtain a public benefit to consumers that greatly outweighs the lessening of competition, among others. To this end the Authority granted two (2) exemption applications relating to the agricultural and energy sectors. At the close of the period one (1) exemption was still under review pending a court determination.

The Authority also ensured compliance with conditions relating to seventeen (17) decisions which related to mergers and acquisitions, consumer protection and restrictive trade practices. The specific restrictive trade practice cases, exemption applications and compliance cases handled during the period under review are provided for in Annexures I, II and II.

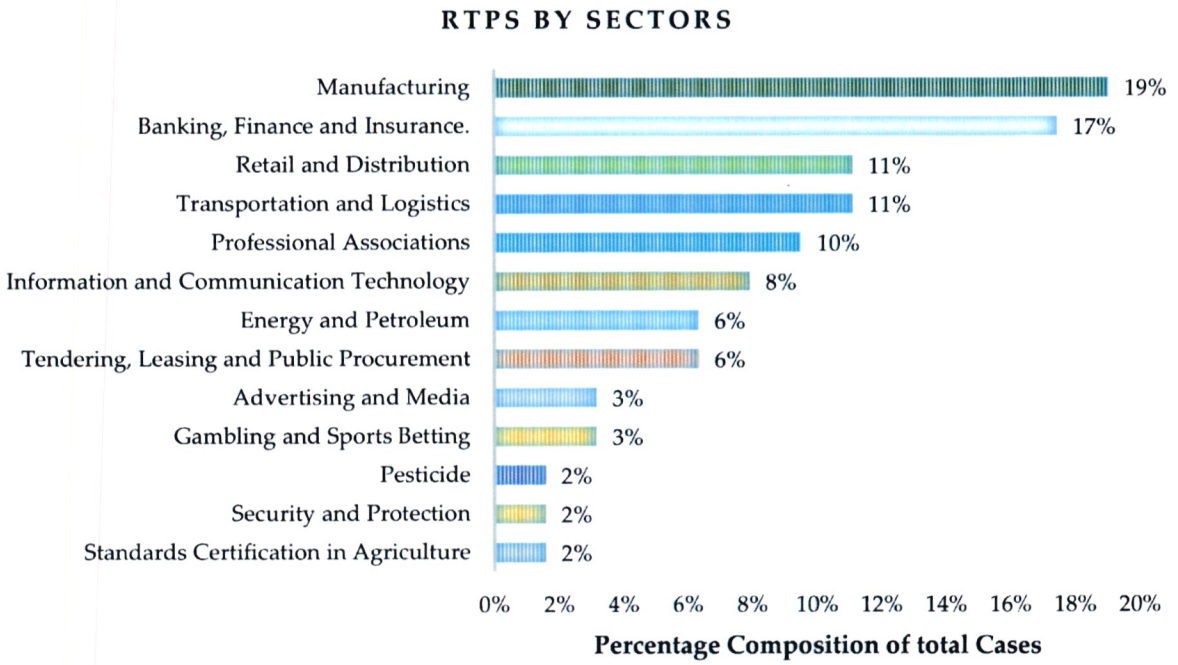


Figure 2: RTP Cases Categorized by Sector

Some of the RTP cases are highlighted below:

Monopolizing the Training of the Procurement Professionals - Kenya Institute of Supplies Management

Pursuant to Section 31 of the Act, the Authority received a complaint from third party supply chain service trainers on an alleged anti-competitive conduct by Kenya Institute of Supplies Management (KISM) which is a regulator of practitioners in the purchasing and supplies management field in Kenya.

The complainant alleged that KISM, through its course approval policy, rendered the training programs of licensed professional firms (third-party trainers) unattractive in favour of their own, contrary to section 21 of the Act. Additionally, the complainant alleged that this action was driving licensed trainers out of business thereby limiting the number of institutions which members can earn CPD points.

The Authority noted that KISM draws its mandate from clause 3 of the Supplies Practitioners Management Act of 2007 (SPMA Act, 2007) which provides a legal framework that regulates individual procurement professionals, their qualifications, competency requirements and ethical conduct.

Pursuant to Sections 9(1)(j) and (n) of the Act ,the Authority analyzed the information provided on the CPD and accreditation policies and made the following observations that:

i. KISM Policy requirement that 50% of annual CPD points must be gained from the institute at any given calendar year. Additionally, KISM's programs have higher CPD points in comparison to third-party trainers. This conduct may amount to restricting and limiting the ability of the other trainers to access the market.
ii. by KISM declining to award more than 50% CPD points to trainings provided by accredited third-party trainers, is limiting or restricting market access, in contravention of section 21(3) of the Act.
iii. there was delayed approval of training programs presented by accredited third-party trainers to the KISM council. In some instances, the delays led to postponement of scheduled trainings thus disadvantaging third party trainers.

The Authority advised that: i) KISM re-engages its stakeholders like the accredited Supplies Practitioners/firms to develop a revised CPD structure which will accommodate both structured and unstructured trainings without creating undue advantage to themselves, and ii) since KISM is both a regulator and a trainer as per the SPMA Act, 2007, it would require to minimize the training information they demand from consultants to reduce the risk of putting third parties at a competitive disadvantage.

KISM has since written to the Authority and indicated they are in the process of complying with the recommendations of the Authority and are engaging the stakeholders to review the accreditation and CPD policy.

Abuse of Dominance - East Africa Breweries Limited and Keroche Breweries Limited

The Authority received a complaint from Keroche Breweries Limited on allegations of abuse of dominance by Kenya Breweries (KBL) in the Euro Brown Beer bottle market. The contentious issue was the embossing of the EABL Logo on the bottles, and whether the embossment amounts to the limiting or restricting production, market outlets or market access, investment, distribution, technical development or technological progress through predatory or other practices as contemplated by Section 24 (2) (b) of the Act.

The Authority's findings after the investigation were as below; i) That no manufacturer has intellectual property rights in relation to the industrial design of the euro brown bottle and that manufacturers are free to use the euro brown bottle to package their products and/ or adapt it to imprint their unique identifier markings; ii) That the practice of bottle embossment is not peculiar to Kenya. It has been practiced across a number of jurisdictions; iii) That embossment is capital intensive as it involves purchasing a unique mold, however, there exist less costly methods such as printing on the bottles; iv) Embossment/printing is a legitimate way of protection of investments by limiting free-riding; This practice has gained notoriety (well known) in other jurisdictions; The same does not prevent competitors from accessing the euro bottles from manufacturers or imprinting their embossments; v) That KBL has intellectual rights to the use of its brand names to the extent approved and permitted by KIPI; and that other manufacturers such as Mount Kenya Breweries Limited, Zheng Hong (k) Limited and FRM Parkers East Africa Limited are either embossing or printing their euro brown bottles.

The Authority concluded the matter with a considered opinion that the practice of embossment of the Euro Brown Bottle by KBL does not amount to an abuse of dominance as contemplated by section 24 (2) (b) of the Act. The Authority advised the parties to consider having unique bottle shapes to reduce disputes related ownership of the euro brown bottles in the market. It also advised the parties to have an amicable bottles management policy to ensure that competitors' bottles are sorted and returned.

Compliance Cases

Coca-Cola SABCO (East Africa Limited)

Pursuant to Section 46(6) of the Act, the Authority approved the acquisition of a controlling stake in Almasi Beverages Limited by Coca-Cola SABCO East Africa Limited (CCSEA), in September 2019. The acquiring undertaking CCSEA is a wholly owned subsidiary of Coca-Cola Beverages Africa Proprietary Limited (CCBA), the transaction was approved with conditions. Subsequently, the Authority conducted a compliance check to ascertain the level of adherence with the conditions as presented in Table 4.

Table 4: Coca-Cola SABCO (East Africa Limited) Compliance Status

Condition of transaction		Post compliance check status
i.	CCBA continues to operate the bottling plants of the Merged Entity in Nyeri, Eldoret, Nairobi, Molo and Kisumu, for at least three (3) years after completion of the transaction	Complied
ii.	The Merged Entity reserves the lower deck or not less than 20% of the total storage space of the coolers lent to SMEs, except the Coca-Cola Company's three (3) largest global non-alcoholic ready-to-drink beverages (NARTD) competitors	CCBA was yet to comply with this condition
iii.	For a three (3) year period post-transaction, the merged entity retains 1,739 employees out of the total on 1,760 permanent employees	Complied
iv.	The amended bottler agreement dated 1st September, 2012 entered into with Coastal Bottlers Limited will be honoured in accordance with its terms	Complied
v.	CCBA shall within 9 months of completion of the transaction amend the agreements between the merged Entity and its distributors to permit them to distribute other NARTDs to the extent (if at all) the agreements provide otherwise	Complied
vi.	CCBA shall within 9 months of completion of the transaction amend the agreements between the Merged Entity and its distributors to remove all clauses which stipulate the prices and profit margins for the sale of its products, to the extent (if at all) the agreements contain such clauses; provided that, the Merged Entity shall retain the ability to set maximum recommended resale prices for its distributors	Complied

The Authority noted that the merged entity had committed to reserve the lower deck or not less than 20% of the total storage space of the coolers lent to SMEs, for products of the competitor brands. However, their cooler agreements contravened the condition since it demanded the stocking of the coolers at 100% with Coca-Cola products.

The Authority directed CCBA to amend the cooler agreements and provide evidence of the execution by distributors. By September of 2021 the Authority had reviewed addendum to agreements as presented by CCBA, and further requested the parties to provide evidence of executed addendums. CCBA committed to complying within 6 months and the compliance will be reviewed in September 2022.

Exemption Cases

Cereal Millers Association

Pursuant to the provisions of Section 25 of the Act, Cereal Millers Association (CMA) applied to the Authority on 10th June, 2021 for an exemption on potential restrictive trade practices for a period of 36 Months, relating to information sharing with its members and certain government bodies. Specifically, they applied for exemption to;

i. Discuss the prices of local wheat production and prices for farmers for the wheat buying programme as well as agree on the minimum price per bag of wheat grain;
ii. Allocate locally produced wheat among its members to support the farmers by ensuring that all local wheat is purchased from each farmer and from each region, as well as to approve the application for EAC duty remission scheme Gazettement; and
iii. Share local wheat purchase information with CMA wheat milling members and Agriculture and Food Authority (AFA), Ministry of Agriculture (MoA) and National Treasury.

The Authority analysed the exemption application pursuant to Section 26 (3) of the Act and made the following findings:

i. That the pricing discussion is a government initiative to encourage continued production of wheat by local farmers and to stabilize wheat supply and reserves in the national economy. Further, the pricing formula of scheduled crops is as per Section 40 (2) (s) of the Crops Act;
ii. The application by CMA to allocate locally produced wheat among its members is not justifiable under Section 26 (3) of the Act. Additionally, the information provided by CMA on the allocation of locally produced wheat was not accurate; and
iii. The request by CMA to share wheat purchase information among its members poses significant threats of resulting in the prevention or lessening of competition contrary to Section 21 (1) of the Act. AFA indicated that it has an established framework for collecting disaggregated data by millers as per the Crops Act and the regulations.

Pursuant to the provisions of Section 26 of the Act, the Authority granted an exemption with respect to CMA participating in the Wheat Purchase Programme for a period of three (3) years. Further, the Authority denied the application by CMA to allocate wheat among its members and to share wheat purchase information among its members since the two areas have the potential to restrict competition in the sector. The Authority also recommended that AFA publishes wheat production data annually and the envisaged consumer welfare benefits under the programme.

iii. Buyer Power

The Authority has reviewed the Buyer Power Guidelines to ensure transparency, predictability and consistency in the application of the buyer power provisions. When the Act was amended in 2016 to introduce provisions on Abuse of Buyer Power (ABP), the Buyer Power Guidelines 2017 were issued by the Authority to provide clarity regarding application of the ABP provisions in the law. However, further amendments of the Act in 2019, which expanded the Authority's mandate on ABP by introducing aspects under section 24A that were previously not present in the Act, necessitated review of the guidelines.

Lessons learnt, precedent and best practices established through years of application of the law, coupled with input from external stakeholders drawn from, among others, legal fraternity, government agencies, trade associations, private sector and academic institutions also informed the new guidelines titled Buyer Power Guidelines 2022 (Guidelines).

The Guidelines provide stakeholders with information on:

i. The processes employed by the Authority while carrying out investigations into instances of ABP to remedy the resulting negative effects on market players and consumer welfare.
ii. The standards that the Authority applies in the assessment of instances of ABP, monitoring of sectors that may exhibit ABP and publishing of code of practice by various sectors.
iii. The legal and economic analytical framework that the Authority uses in determining whether an undertaking has buyer power over a supplier.
iv. How the Authority establishes that a sector or an undertaking is experiencing or is likely to experience incidences of ABP for purposes of monitoring and imposition of reporting and prudential requirements.

Operationalization of the Retail Sector Code of Practice

The Authority, in its endeavour to foster self-regulation in the retail sector pursuant to Section 24A(3) of the Act, facilitated the development of a binding Retail Sector Code of Practice (Code) by the Retail Sector stakeholders gazetted in June, 2021.

In the year under review, the Authority facilitated the implementation of the Code through establishment of a Prompt Payment Committee and Retail Trade Dispute Settlement Committee. The Committee members were nominated by the respective stakeholders including; members of Retailers Trade Association of Kenya (RETRAK), Association of Kenya Suppliers (AKS), Kenya Association of Manufacturers (KAM), Council of Governors (CoG), and the Ministry of Industrialization, Trade and Enterprise Development.

However, the Authority being the appellate institution does not take an active role in drawing up of the Committees' internal processes, including their Terms of Reference, but remains available for consultation as necessary. Further, the Authority sensitized stakeholders in the Retail Sector, specifically retailers, suppliers and manufacturers in various Counties, on the provisions of the Code, thereby promoting its uptake.

Sanctioning Abuse of Buyer Power

During the year under review, the Authority investigated one hundred and twenty-four (124) ABP cases, 48% of which were new complaints. Ninety (90) cases were finalized, representing 73% caseload increase from the previous year. This increase is attributed to the enhanced awareness among the stakeholders about the Authority's role in sanctioning ABP.

The new cases in the reporting period were from eight (8) sectors namely; insurance, retail, manufacturing, telecommunication, transport, construction, distribution and agriculture. Specifically, the ABP matters in the insurance sector increased by 41%. Conclusion of investigations in the insurance sector salvaged the livelihoods of approximately 1,000 Kenyans and enabled this key sub-sector to remain competitive during the COVID-19 pandemic period.

Cases relating to the retail sector reduced by 16% from the previous year. This drop is attributable to the operationalization of the Retail Sector Code of Practice, which now sets up a mechanism for self-regulation and dispute resolution among industry players.

Complaints relating to delayed payments increased by 5% in comparison to FY 2020/21 and remained the most pervasive form of ABP conduct during the reporting period accounting for 85% of the cases. Other conducts included; unilateral termination of contracts

(10%), demands for unfavourable terms (3%), unilateral variation of contract terms (1%) and transfer of commercial risk (1%). Though delayed payments is prevalent in all sectors investigated, majority were from the insurance sector. This is attributed to among others, lack of written contracts, unclear credit terms and lack of dispute resolution mechanisms.

Further, the Authority issued four (4) advisory opinions to players in the retail, insurance, transport and construction sectors. In addition, market surveillance was conducted in the retail sector pursuant to Sections 31(1) (c) and 24A (2) of the Act, which enables the Authority to establish whether a sector or an undertaking is experiencing or is likely to experience incidences of abuse of buyer power. Consequently, the Authority established that Peter Mullei and Son's Ltd (Mulleys) and Quick Mart Ltd (Quick Mart) were likely to experience delayed payments and thus, investigations were initiated on the undertakings. Following investigations, Quick Mart Limited was found not to be experiencing abuse of buyer power while, Mulley's had incidences of delayed payments to their suppliers, which is a contravention under the Act. The Matter is being handled by the Retail Trade Dispute Settlement Committee as per the Retail Trade Code of Practice.

Figure 3: ABP Cases by Sector

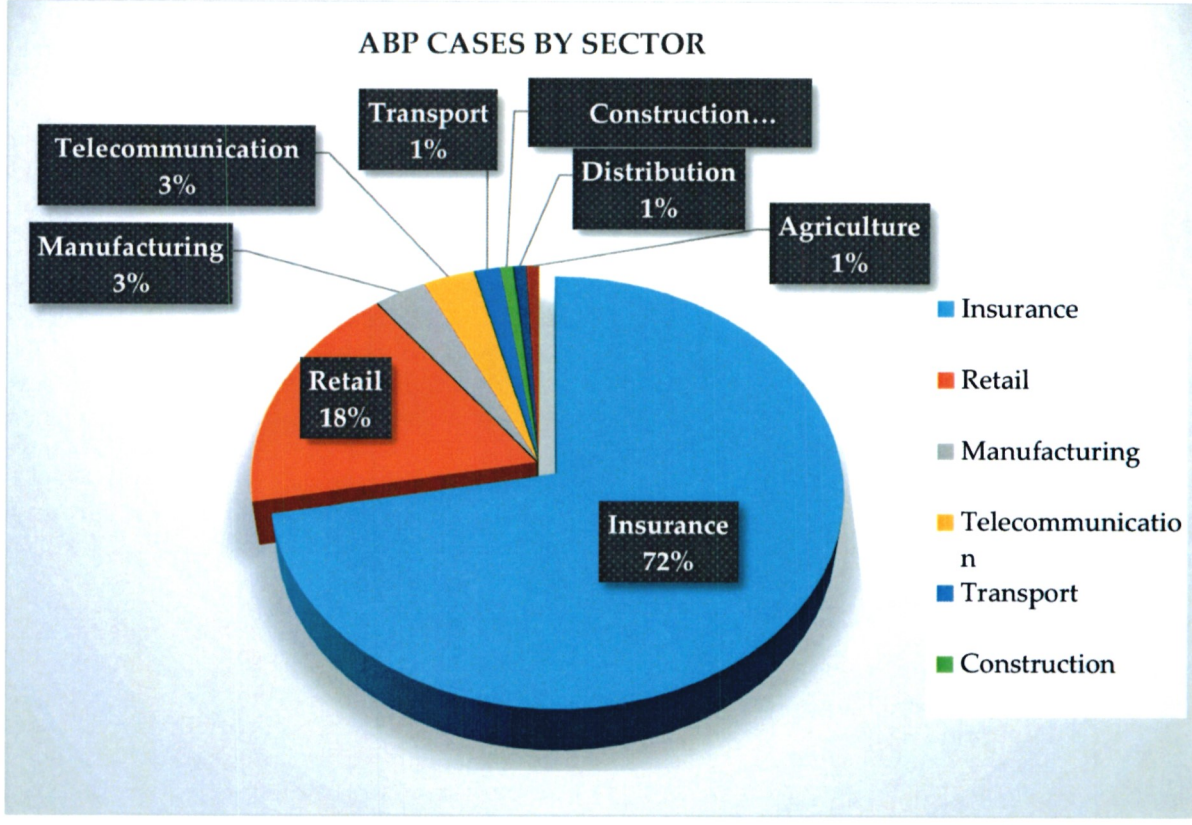
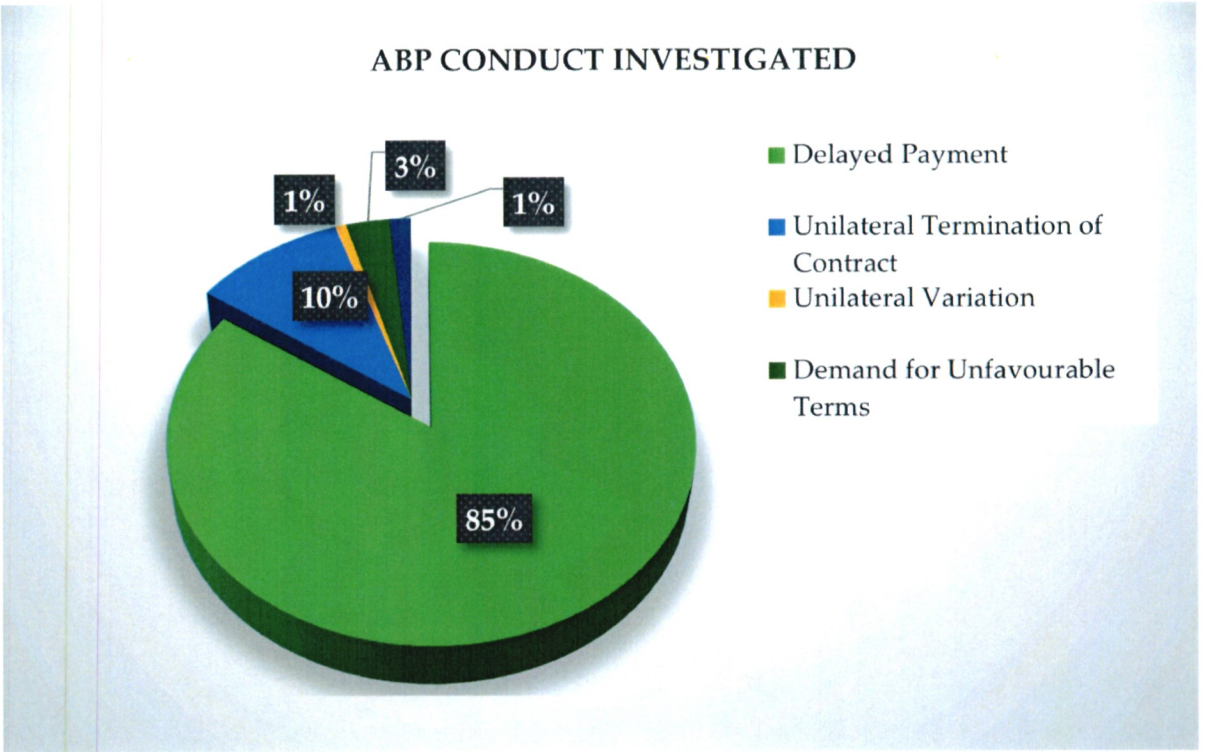


Figure 4: ABP Conduct Investigated

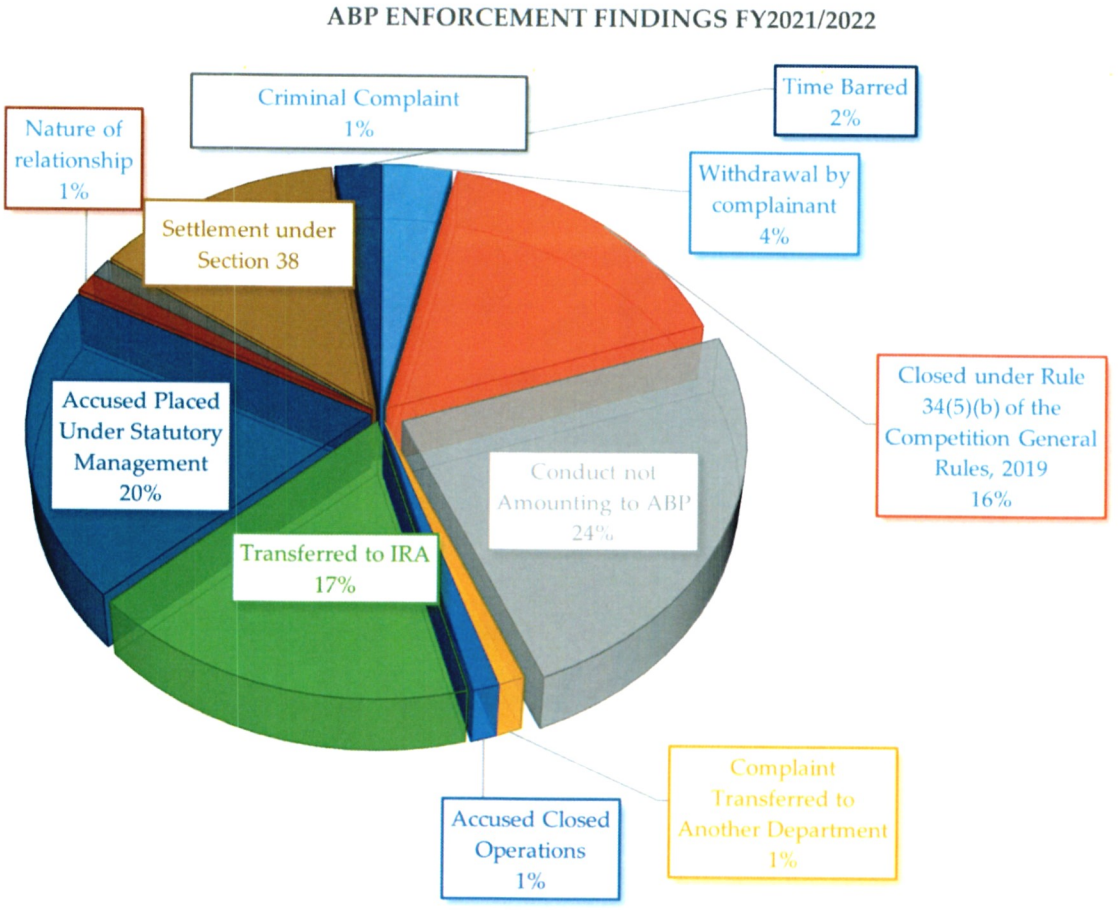


In the past two years, the Authority facilitated the recovery and release of Ksh. 38.7 million to Small and Medium Enterprises (SMEs), thereby securing jobs and contributing to their sustainability. 91% of the delayed payments recovered were paid out to suppliers in the Insurance Sector with the remainder going to suppliers in the retail, telecommunications and agro-processing sectors.

The foregoing investigations targeted eighteen (18) major insurance companies that unjustifiably defaulted on honouring payments to its suppliers, in some instances for services rendered and completed over five (5) years ago. These overdue invoices forced the SMEs to take up expensive loans, downsize, or increase the cost of their services in order to meet their business overheads, including paying salaries as reported by the suppliers. Others were forced to shut down.

The Authority's findings for the year under review as illustrated in figure 5 below.

Figure 5: ABP Enforcement Findings



Some of the ABP cases are highlighted below:

Fair Administrative Action - Lynnex Company Limited (Lynnex) against Majid Al-futtaim (Carrefour)

The Authority received an ABP complaint from Lynnex against Carrefour. Lynexx, is a Kenyan horticultural firm supplying French beans, avocados, and mangoes to local retailers in the country as well as exports to the Middle East, Europe, and the United States of America. Lynnex entered into a contract with Carrefour to supply fresh vegetables for a year to 31st December 2021. However, Carrefour terminated the supply contract on 17th March 2021 and revoked a Local Purchase Order (LPO).

Lynexx provided various documentary evidence to support its complaint including debit notes and a supply agreement. The Authority established that the accused party was in a position of Buyer Power and could abuse this position to its benefit and detriment of Lynexx. Subsequently, the Authority issued a notice of investigations to Carrefour.

In its response, the retailer indicated that it did not terminate the supply agreement, adding that it revoked the LPO after establishment of malpractices in the issuance of the order to the complainant, in conflict with the provisions of the contract.

Based on the evidence on record, the Authority established that Carrefour did not abuse its Buyer Power by unilaterally terminating the contract given that the retailer had an objectively justifiable reason as provided for in Section 24A(5)(b) of the Act. This investigation highlighted the fact that the Authority considered submissions of all parties to a complaint and adhered to the principles of fair administration in its decision-making process.

Alternative Dispute Resolution - Fineline Motor Assessors (Fineline) against Britam Insurance

Company Limited (Britam)

The Authority received an ABP complaint from Fineline Motor Assessors (Fineline) against Britam Insurance Company Limited (Britam). Fineline is a licensed motor assessor providing motor vehicle engineering consultancy, motor assessment, valuation, and support services in Kenya. On diverse dates between 2017 and January 2021, Fineline provided professional motor vehicle assessment services as required by Britam Insurance. This arrangement had not been formalized into a written agreement. Fineline indicated that payment for the services rendered were typically subject to a 60-day credit period. Further, Fineline alleged that Britam had, without a justifiable reason, delayed payments totalling Ksh. 1,429,799 for assessment services rendered, which limited Fineline's financial capacity and operations significantly.

Fineline provided documentary evidence including, assessment instructions and reports, statements relevant to the alleged delayed payments, relevant invoices and e-mail correspondences between the parties. The Authority noted that despite the absence of a written contract, the evidentiary information adduced conclusively indicated the existence of a commercial agreement between the parties.

The Authority established the relevant product and geographical market as the market for motor vehicle assessment services within Nairobi, Thika and Sagana regions respectively. Further, investigations by the Authority under Section 24 A (4) of the Act established that Britam was in a position of Buyer Power. Consequently, it had abused this status by delaying payments without an objectively justifiable reason as provided under Section 24 A (5)(b) of the Act. This provision recognizes that insurance firms are a critical gateway to services provided by assessors.

The Authority established that Britam had an upper hand in admitting the complainant to its panel of assessors and allocation of assignments, resulting in supplier dependency. Britam settled the matter by remitting the delayed payments thereby averting potential job losses due to constrained financial capacity and operations of the relevant motor assessors.

Advisory Opinions - Nyambene Arimi Dairy Farmers Cooperative Society Limited (Nyambene) against

Netho Investments Limited (Netho)

The Authority received a complaint from Nyambene Arimi Dairy Farmers Cooperative Society Limited (Nyambene), against Netho Investments Limited (Netho), a company incorporated under the Companies Act. Nyambene alleged that on 16th July, 2019, Netho won a tender from the County Government of Meru (CGM) to supply 530 liters of milk to Health Institutions within Meru County. Netho consequently entered into a commercial agreement with Nyambene for the supply of the milk. Nyambene alleged that it supplied milk on behalf of Netho in fulfilment of agreed contract terms.

Netho declined to make payments totalling to Ksh. 719,078 in breach of agreed thirty (30) days payments period despite it having been paid by the CGM. Follow-ups to demand payments was also unsuccessful.

The procuring entity in this case was the CGM while Netho was the successful tenderer, which it sub-contracted Nyambene. The foregoing therefore established that Netho owed Nyambene a duty/obligation under the existing contract with the responsibility lying with the procuring entity being the CGM. The Authority's analysis pointed to the matter falling under the realm of public procurement regulated by the Public Procurement Regulatory Authority (PPRA).

The Authority advised Nyambene that the matter does not fall under the purview of the Competition Act and referred them to PPRA.

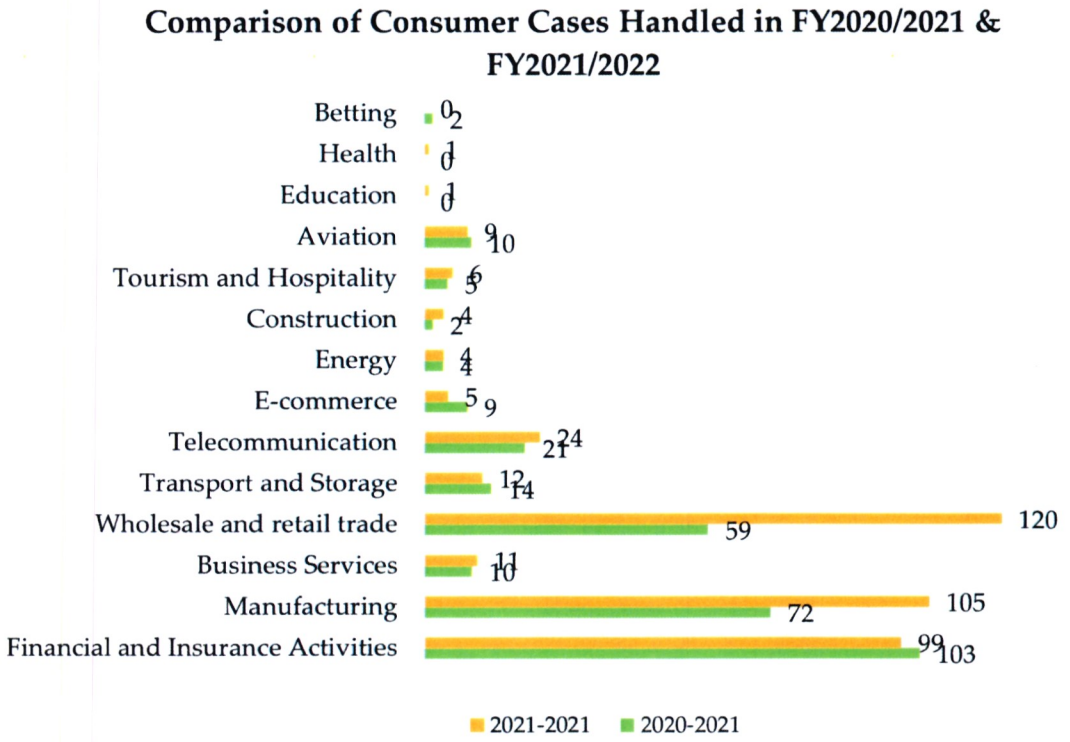
iv. Consumer Protection

The Authority's consumer protection mandate under Part VI of the Act, is derived from Article 46 of the Constitution of Kenya, 2010 which provides for various rights of Kenyan consumers. Since the Authority's inception, the number of consumer cases handled has been increasing exponentially, on the backdrop of increased interventions and awareness creation activities.

During the period under review, the Authority investigated four hundred and one (401) consumer cases drawn from thirteen (13) sectors of the economy. This was a 28% increase from the three hundred and fourteen (314) cases investigated in the FY 2020/2021. Consumer savings realized in FY 2021/22 are estimated at Ksh. 6,923,172 compared to Ksh. 3,237,590 in FY2020/21, translating to a 114% increase in savings.

The consumer violation cases handled in the period under review are summarized in Figure 6 which also compares the cases handled in FY 2020/21 and FY 2021/22. This Figure illustrates that complaints were received from new sectors such as education and health. Some sectors such as aviation, transport and storage, and e-commerce recorded a reduction in complaints received from previous years. Sectors that recorded a high number of cases were: wholesale and retail trade (120 cases), manufacturing (105 cases), finance and insurance (99 cases).

Figure 6: Consumer Cases by Sector



In addition, the Authority reviewed the Administrative Remedies Guidelines for Consumer Protection, to:

i. Ensure transparency, predictability and consistency in decision making;
ii. Incorporate the established precedents as well as international best practice;
iii. Review and revise categorization of consumer welfare related violations and applicable remedies, including penalties and settlements;
iv. Enhance clarity on the analytical framework used in determining administrative remedies; and
v. Incorporate consumer dispute resolution mechanisms and redress for loss or injury.

Some other Consumer cases are highlighted below;

Manufacturing Sector - Royal Mabati Factory Limited (Royal Mabati)

The Authority on various dates between March 2018 and March 2020 received thirteen (13) complaints from customers of Royal Mabati Factory Limited (Royal Mabati), a manufacturing company in Kenya located along Mombasa Road, Nairobi.

The complaints, which were similar in nature, cited Royal Mabati for allegedly failing or delaying to deliver purchased products per agreed terms and requiring customers to pay delivery fees despite advertisements indicating that the service was free of charge countrywide. Royal Mabati was also accused of forcing customers to vary their iron sheet orders post purchase.

Pursuant to Section 31 of the Act, as read together with Section 70(A), the Authority undertook investigations into the alleged conduct and sent Notices of Investigation to Royal Mabati for probable violations of Sections 55(a) (ii), (a)(v), (b)(v), 56(1) and 56(3) of the Act, which relate to false or misleading representations and unconscionable conduct respectively. The unconscionable conduct was also assessed against the requirements of Section 56(2) (a), (d) and (e) of the Act. The Act prohibits undertakings from engaging in false or misleading misrepresentation when trading in products or services, among others.

The Authority in May 2020 made a determination that Royal Mabati had infringed the aforementioned provisions of the law and failed to comply with a cease and desist order.

Subsequently, the Authority ordered Royal Mabati to:

i. Pay a financial penalty of Ksh. 2,652,363.47;
ii. Refund customers with outstanding complaints within sixty (60) days from the determination date or deliver the roofing materials to their preferred premises at no cost within thirty (30) days;
iii. Refrain from running false or misleading advertisements; and
iv. Require its sales and customer care team to be sensitized about the provisions of the Act.

Royal Mabati appealed the Authority's Determination to the Competition Tribunal. However, through a judgment delivered on 12th April, 2022, the Tribunal upheld the Authority's determination of the matter and directed Royal Mabati to comply with the orders issued by the Authority. The Ruling confirmed the validity of the Authority's May 2020 Determination that the roofing material manufacturer had, among other violations, misled its customers regarding timelines for product delivery and treated them unconscionably.

In addition, the judgement of the Tribunal confirmed that the Authority procedurally handled the complaints by following due process and this has led to enhanced compliance with the law by Royal Mabati. Royal Mabati remedied all the concerned customers by delivering their roofing materials or refunding their money as directed. The total consumer saving as a result of the intervention was Ksh. 2,186,295.

Financial Services Sector - Mwananchi Credit Limited

The Authority received a complaint from a consumer alleging that she took a loan of Ksh. 9,000,000 from Mwananchi Credit Limited (Mwananchi). The facility was to be repaid over 24 months at an interest rate of 10%, and monthly repayment of Ksh. 825,000 and attached her land as collateral. The complainant opted for an early repayment. She expected to repay Ksh. 11,700,000 but she was allegedly overcharged by Ksh.1, 923,750 and therefore paid Ksh. 13,500,000.

The Authority investigated the alleged conduct pursuant to Section 31 of the Act, as read together with Section70(A), and sent a notice of investigations to Mwananchi for probable violations of Sections 55 (a)(ii) and 56 (1), which relate to false or misleading representations and unconscionable conduct. The unconscionable conduct was assessed against the requirements of Section 56 (2) (a) and (d) of the Act.

Following the Authority's intervention, the accused chose to settle the matter. As part of the settlement, Mwananchi refunded the complainant Ksh. 1,923,750 and the Authority sensitized its staff on the Consumer welfare provisions of the Act. Further, Mwananchi aligned their loan terms and conditions with Article 46 of the Constitution of Kenya, the Act and the Competition (General) Rules, 2019.

Cosmetics Industry - CAK Vs PZ Cussons

In the FY under review, the Authority screened the cosmetic products industry focusing on retail outlets across the country, with the objective of establishing whether manufacturers are complying with consumer protection provisions of the Act. The screening focused on the information given to consumers on the labels of products regarding the components, ingredients, language used, and country of origin, manufacturing and expiry dates, among others. The screening assessed whether the information provided was in compliance with applicable consumer safety and product information standards, and whether it was false or misleading.

Further to the screening, the Authority investigated various cosmetics manufacturers with regard to preliminary findings of consumer welfare violation. One of the matters concluded during the reporting period involved four (4) products belonging to PZ Cussons East Africa Ltd namely; Cussons Baby Perfumed Jelly, Imperial Leather Body Lotion Japanese Spa, Venus Skin Care Smoothing Body Lotion and Cussons Carex Anti-bacterial hand wash.

Further, the Authority's investigation concluded that the labelling of the aforementioned products, did not have the date of manufacture, as required by clause 5.2 (k) of the KS EAS 346:2013 Standard on Labelling of Cosmetics – General requirements, and that the claims made on the hand wash product could not be substantiated. Subsequently, they were in violation of Section 60 (1) of the Act on Product information standards.

However, PZ Cussons furnished the Authority with information to substantiate the efficacy of its products. The Authority ordered PZ Cussons to revise their labels to ensure compliance with the Act and applicable product information standards. This commitment was captured in a settlement agreement. Further, the manufacturer paid a pecuniary penalty of Ksh. 595,000.00.

STRATEGIC GOAL TWO: RESEARCH AND ADVOCACY

The Authority conducts market inquiries, studies and research into matters relating to competition and the protection of the rights of consumers. Premised on the foregoing, the Authority conducted two market inquiries informed by emerging concerns in the business environment. The Act also empowers the Authority to conduct competition advocacy which is one of the main pillars of modern competition law. This is aimed at creating, expanding and strengthening awareness of competition law and policy in the economy. Advocacy has been instrumental to the Authority in winning increasing willingness and support of various stakeholders on competition law and policy enforcement.

During the period under review, the Authority undertook the following policy, research and competition advocacy initiatives:

i. Market Inquiries

a. Roaming Study

The Authority in collaboration with African Competition Forum (ACF) carried out a cross-country study in the roaming service within the telecommunication sector. This study sought to understand the features of the telecommunications sector in ACF member countries that may explain the high variance in roaming charges across the continent. Furthermore, the study sought to uncover the types of competition concerns that exist regarding roaming charges in different countries across the region, and develop regional and continental competition policy priorities to address these concerns. This calls for harmonization of regulatory actions to eliminate regional surcharges on roaming that act as barriers to strengthening economic relationships and deepening integration within the continent.

The specific objectives of the study were to:

i. Understand the market structure, State involvement and the regulatory setting in determination of roaming charges in Kenya;
ii. Assess competition concerns that exist with regard to roaming charges in Kenya; and
iii. Provide a platform for identifying regional and continental priorities in respect of voice and data roaming charges.

The Study's observations were as follows:

i. Across Africa, Airtel Kenya has the highest costs of roaming despite having a presence in fifteen (15) countries. The roaming agreements could be investigated further;
ii. Countries that have Airtel and MTN networks that Kenyans are able to roam using Safaricom and Airtel Kenya are fairly priced. Safaricom pairing tariff is however, notably lower than Airtel charges across Africa; and
iii. COMESA is the most expensive region to make calls to Kenya, receive calls from Kenya and make calls within the region, while EAC is the cheapest region for Kenyans to roam. This may be as a result of the ONA initiative by the EA Partner States.

The Study recommended that there is need to further examine why;

i. Further research is needed on roaming calls and data prices within the COMESA region. This requires collaboration between COMESA Competition Commission and the Competition Authority of Kenya. The research may include review of the roaming agreements amongst players and regulatory obligations of players in the region to determine the reason behind the high prices;
ii. In the EAC region the cost of calls amongst Partner States are relatively lower than other parts of Africa.

However, the distribution of the cost of data is high indicating a possibility of competition concerns. It is recommended that the Authority, in collaboration with the EAC Competition Authority, may carry out further research in the market for roaming data for any competition concerns. Further, there seems to be a disparity in the roaming costs across the countries with Burundi and Tanzania having high costs than the other member countries; and

iii. Moreover, there is a trend with Safaricom and MTN pairing having the lowest roaming tariff across Africa for Kenyan subscribers which may indicate that their roaming agreement may be working better than the other Network pairings. Alternatively, there are competition issues present in the roaming agreements, such as exclusivity, which may call for further research on roaming agreements.

b. Pharmaceutical Study

The purpose of this study was to understand the extent of competition in the generic medicine market and the specific barriers to entry and expansion in the market. The findings of the study was meant to provide important insights into the factors that may promote greater levels of competition and investment in domestic capacity, including enforcement efforts by competition agencies. The specific objectives of the study were to:

i. Understand the extent of competition in the generic medicine market.
ii. Understand the barriers to entry and expansion in the generic medicine market; and
iii. Support local and continental efforts to boost production capabilities of generic medicines manufacturers.

The key findings of the Study were:

i. Medicine prices are higher in the private sector in comparison to the public sector medicine value chains. It was noted that private sector patients pay more by 48% for imported generic drugs compared to drugs manufactured in Kenya;
ii. Medicines produced in Kenya had a higher mean availability at 48% than imported drugs at 23%, an indication that branded generic drugs are more available in the Kenyan market in comparison to imported drugs;
iii. The manufacturing level has a number of pharmaceuticals which has resulted in stiff competition in supply of drugs. The retail market is characterized by many retail pharmacists dispensing medicine to consumers hence no competition concerns were noted; and
iv. The price difference between originator and generics is accounted by the need to recoup the costs of research and development for originator drugs unlike generics where research and development costs are not so high.

The Study recommended the need to develop a policy on generic drugs that will stimulate production, prescription, purchase and dispensing in Kenya.

ii. Stakeholder Engagement

During the year under review, the Authority participated in various partnerships and networking initiatives and stakeholder engagement activities aimed at sharing information and experiences, learning and adopting international best practices on competition, consumer protection law and deterrence of abuse of buyer power. This is summarized in table 5 below:

Table 5: Stakeholders sensitized during the FY 2021/2022

Event	Stakeholders	Objective / key message	Outcome
Collaboration with the World Bank Group	• World Bank Group • Public Procurement and Regulatory Authority	• Capacity building for CAK and PPRA staff on application of data analytics in screening cases on bid rigging and embedding competition in public procurement and sharing lessons learnt from other competition agencies	• Bid rigging detection tool developed
Capacity building by United States Department of Justice (DoJ)	• Department of Justice (DoJ)	• Sensitizing case officers on the best practices in detecting, investigating, and prosecuting instances of bid rigging and other collusive practices	• Enhanced capacity in dealing with cases on bid rigging
Cooperation with COMESA Competition Commission	• COMESA Competition Commission	• Review of the MoU to promote efficiency and effectiveness in competition enforcement at national and regional level	• Strengthened cooperation in enforcement of competition and consumer protection laws
Visit by the South Sudan Competition Council	• South Sudan Competition Council	• Sensitization of the delegates from South Sudan Competition Council on the mechanics of building a robust agency and review of their draft bill on competition law	• Reviewed the draft bill on competition law and enhanced capacity of the delegates in competition enforcement
Cooperation with Public Procurement and Regulatory Authority	• Public Procurement and Regulatory Authority • Rural Electrification and Renewable Energy Corporation (REREC)	• Sensitization of REREC staff on the key provisions of the Competition Act and the Public Procurement and Disposal Act	• Increased awareness on the mandate of the two agencies aimed at promoting compliance
Annual Conference by International Competition Network (ICN)	• International Competition Network (ICN)	• Exchange knowledge and experience in competition advocacy and enforcement across jurisdictions	• Best practices on competition enforcement adopted

Event	Stakeholders	Objective / key message	Outcome
Annual Capacity Building Workshop on Competition Law and Policy	• Sector regulators • Legal fraternity • Government agencies • NCAs • Corporates • Economics and Law Students	• Equip stakeholders with requisite knowledge in competition law and policy	• Awareness on competition law and policy increased • Increased compliance with competition law and policy • The Authority's brand visibility increased
Annual Symposium on Competition Law and Policy		• Deepening the understanding on competition enforcement	
World Competition Day	• Members of the public • Law students from the University of Nairobi • Insurance sector. • Retail sector • Manufacturing sector	• Create awareness on the role, functions and mandate of the Authority • Enlighten and equip stakeholders with requisite knowledge in competition law and policy	• The Authority's brand visibility increased
World Consumer Rights Day	• Consumers in Kakamega and Uasin Gishu counties • Consumer bodies	• To educate consumers on the role, functions and mandate of Authority on consumer protection • Awareness creation on consumer complaint handling process • Receive consumer complaints • Empower consumer bodies.	• 1600 consumers sensitized on the consumer protection and complaint handling process • The Authority's brand visibility increase • Two consumer bodies engaged

Event	Stakeholders	Objective / key message	Outcome
Sensitization Workshop on Competition Law and Policy	• Suppliers • Retailers • Manufacturers • SMEs • Members of Association of Kenya Insurers • Motor Assessors Association of Kenya (MAAK) • National Assessors Association (NAKI). • Members of Kenya Motor Repairers Association (KEMRA)	• Promoting public knowledge, awareness and understanding of the provisions of the Competition Act with regard to abuse of buyer power and Retail Sector Code of Practice • Promote awareness of the provisions and uptake of the Retail Sector Code of Practice	• Increased public knowledge, awareness, and understanding of buyer power provisions and the Retail Sector Code of Practice under the Act • Retail Sector Code of Practice operationalized • Reduced turnaround time for investigations and settlement of matters
Sensitization workshop on Competition Law and Policy	• Sarova Group of Hotels Staff	• Promoting public knowledge, awareness and understanding of the provisions of the buyer power provisions	• Increased public knowledge, awareness, and understanding of abuse of buyer power provisions
Sensitization workshop on Competition Law and Policy	• Senior Management and staff of Jambo Shoppe	• Promoting public knowledge, awareness and understanding on Consumer Protection provisions under the Act	• Enhanced awareness, on consumer protection provisions of the Act
Sensitization workshop on Competition Law and Policy	• Business reporters	• Promoting Authority's mandate with practical interventions and specifically with regard to Mergers & Acquisitions, Abuse of Buyer Power, Enforcement and Compliance and Consumer Protection	• Enhanced reporting on the Authority's mandate, interventions and activities

Event	Stakeholders	Objective / key message	Outcome
Sensitization workshop on Competition Law and Policy	• Members of the Law Society of Kenya – Kisumu and Mombasa branches	• Promoting knowledge, awareness and understanding of the provisions of the Competition Act	• Increased knowledge, awareness and understanding of the Act by advocates of the High Court

iii. Awards - Financial Reporting (FiRe) Award

The Authority, for the 5th time in a row, won the Financial Reporting (FiRe) Award for its application of the International Public Sector Accounting Standards (IPSAS) accrual basis of reporting. In December 2021, the Authority scooped the top prize for its outstanding application of the IPSAS accrual basis of reporting out of sixty (60) semi-autonomous government agencies. This is a prestigious award in East Africa for financial reporting, sponsored by the Capital Markets Authority (CMA), Institute of Certified Public Accountants of Kenya (ICPAK), Nairobi Securities Exchange (NSE) and the Public-Sector Accounting Standards Board-Kenya (PSASB).

This achievement underscores the Authority's consistency not only in financial reporting but good governance, accountability, transparency and continual improvement while executing its mandate and meeting its statutory obligations. IPSAS are accounting standards applied by public sector entities globally in the preparation of financial statements. The main benefits of use are enhanced accountability, efficient use of resources and asset management, as well as aiding in decision-making, among others.

STRATEGIC GOAL THREE:
VISIBILITY AND ORGANIZATIONAL NABILITY

i. Information and Communication Technology

In the FY 2021/22, the Authority continued to leverage on ICT to ensure seamless operations and support service delivery to its stakeholders. This was achieved through;

a. Enhancing Security of its ICT Infrastructure

Considering the likely increase in cyber security threats occasioned by remote working, the Authority continually monitored the ICT infrastructure to safeguard against attacks and sensitized the staff members on appropriate measures to mitigate against these threats.

b. Implementation of Storage Area Network (SAN)

The Authority implemented SAN to complement the already existing infrastructure by expanding the data storage capability, for increased scalability and reliability in disaster recovery.

c. Institutional Digital Repository

The Authority implemented an institutional digital repository in order to enhance its knowledge management function, which will create efficacy in the collection, preservation and dissemination of information relevant to the Authority's mandate.

d. Launch of Mobile App

In a bid to further decentralize its service delivery points, and in line with the Government's agenda of leveraging technology to enhance service delivery, in February 2022 the Authority launched a mobile application on Android and iOS platforms. As a result, stakeholders can file complaints regarding matters under the Act including abuse of buyer power, consumer complaints as well as against businesses engaging in restrictive trade practices such as abuse of dominance, price fixing, and collusive tendering.

Further, the mobile application enables stakeholders to submit feedback (complaints and/or compliments) regarding the level of service delivery offered by the Authority in the execution of its mandate. The application has been populated with the Authority's activities, including the Service Charter, Determinations, Orders, Market Inquiries & Studies, and Annual Reports.

e. Upgrade of Access Control

During the year under review, the Authority upgraded its physical access control system by investing in a facial recognition system. This enhanced access to the premises and security of the physical and information assets of the Authority.

i. Supply Chain Management

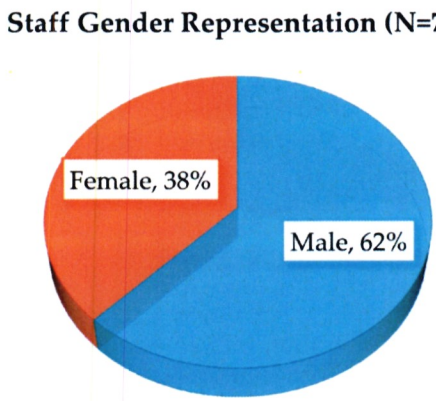
During the year under review, the Authority ensured efficient procurement processes in its acquisition of goods, works and services. The Authority maintained Access to Government Procurement Opportunities (AGPO) above the minimum 30% threshold, as prescribed by the Public Procurement and Asset Disposal Act (2015) and Public Procurement and Asset Disposal Regulations (2020). The Authority awarded 56.2% and 69.4% of its total procurement spending on tenders to special interest groups (Youth, Women & PWD's) and local content respectively.

ii. Human Capital

The Human Resource and Administration function supports the achievement of the Authority's mandate as enshrined in Section 13 of the Act by attracting, training and retaining highly qualified, skilled and motivated staff. The Authority enhanced capacity through acquisition of talent to effectively deliver its mandate, during the year, eight (8) positions were competitively filled.

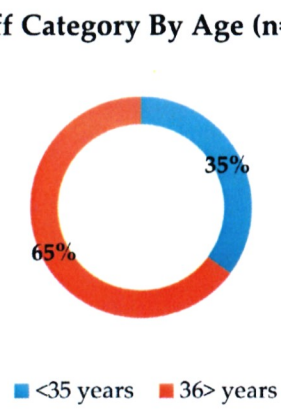
The staff numbers comprised of forty-six (46) male and twenty-eight (28) female in compliance with the Constitutional gender balance requirement as per the figure 7 below;

Figure 7: Staff Gender Representation



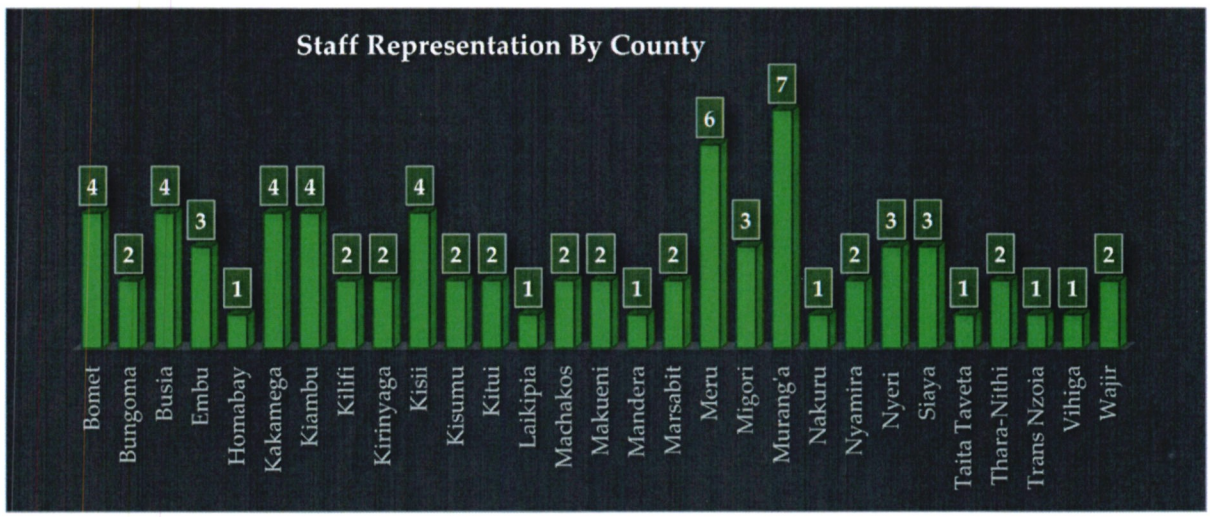
The staff composition categorized by age is represented in the figure 8 below;

Figure 8: Staff Representation by Age



The Staff composition complied with the Constitutional requirement on regional diversity as per Figure 9 below;

Figure 9: Staff Representation by County



The Authority enhanced staff skills and knowledge in Competition Law and Policy, Consumer Protection, Management and Leadership, through training of staff members. These programmes were geared towards adopting international best practices and equip them with skills in emerging areas in Competition Law Enforcement, succession planning, effective management and career progression. Due to the effects of the COVID-19 Pandemic, the Authority continued to leverage on online trainings. To ensure its professionals are in good standing, the Authority also facilitated Continuous Professional Development programmes.

The Authority continued to run the one-year apprenticeship programme with the aim of building capacity on Competition Law and Policy in the labour market. Towards this end,

the Authority recruited five (5) Young Professionals who are Master Degree holders with a bias in Law and Economics, and below the age of thirty (30) years.

The Authority engaged ten (10) university Graduates joining the labour market, in its one-year internship programme, with a view of exposing them to a real work environment and enhance their skillsets and employability. This is in support of the government's agenda of equipping the youth with requisite skills.

During the year under review, the percentage of persons with disability (PWDs) in the workforce stood at 3%. The Authority endeavours to increase the numbers of the PWDs in the workforce to be in line with the requirements of the National Council for Persons with Disability (NCPWD). To this end, in July 2021, the Authority in collaboration with the Council, registered to the NCPWD Employment Portal geared towards attracting more qualified PWDs candidates to apply for vacancies as they fall due. Since then, seven (7) vacancies have been advertised through the portal.

Standing Committee Activities

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

Table 6: Standing Committees

S/ No.	Committee	Objective	Achievement
	Environmental conservation and Sustainability	To ensure and enhance environmental conservation and sustainability	• The Authority has over the past six years planted over 8,000 trees in seven (7) counties namely Nakuru, Tharaka-Nithi, Kilifi, Nairobi, Garissa, Kiambu and Meru. The trees' survival rate is 95% • 2,500 different species of trees planted at C.C.M Mbuju Primary School in Timau, Meru County. This exercise was conducted in collaboration with Kenya Forest Service (Ontulili Conservancy), and members of the community
	National Cohesion Values and Principles of Governance	To promote National Cohesion, values and principles of Governance in the Authority and to the general public	The Authority scored 100% in the National Cohesion and Values indicator of the FY 2021/2022 Performance Contract and appeared Sixteen (16) times in the 2021 Annual President's Report for implementing five (5) commitments in the 2020 Annual President's Report. This was in addition to promoting the seventeen national values.
	Complaints Handling Committee	To support an effective complaints handling system that promotes good governance and efficient public service delivery	Annual Score for the FY2021/22 was 100%

iii. Visibility and Corporate Image

In its Strategic Plan, the Authority has earmarked awareness creation activities as critical in enhancing knowledge about the Authority's mandate among stakeholders in a bid to create a competition culture in our economy and bolster compliance with the law. During the year under review, the Authority engaged in various activities meant to articulate the enforcement of competition law and policy. The highlights of our interventions are;

i. The Authority engaged stakeholders in two (2) Twitter Spaces events as part of its efforts to expand awareness creation and publicity channels to include mediums that are cost-effective and facilitate feedback with the Public. Spaces is a live-streamed audio conversation feature available on Twitter;

ii. In order to facilitate transparency and consistency regarding its decision-making process, as well as expose our decisions to external review and critique, the Authority published its Determinations on its Website for wide access by stakeholders;

iii. By producing and disseminating two (2) Newsletters in the financial year under review, the Authority apprised its stakeholders about key interventions in various sectors of the economy as well as activities aimed at achieving our mandate of creating efficient markets for consumers. The Publications are accessible on the Authority's Website;

iv. The Authority published six (6) Press Releases on various subjects to elucidate the Authority's mandate, activities, and specific intervention. The Press Releases are accessible on the Authority's Website;

v. In order to create a repository of thought leadership regarding the Authority's technical and support units, members of staff authored seven (7) opinion pieces on various topics including enhancing audit in a new work environment, emerging consumer welfare concerns in the e-commerce sector, and curtailment of competition through minimum price fixing, among others. The opinion pieces were published in leading Newspapers and the Authority's Website; and

vi. To expand the demographic scope of the Authority's sensitization efforts, and include the youth who have high access to the Internet-connected devices, the Authority's produced three (3) four-minute skits with a popular comedian. The skits, which sought to explain various mandate areas in a widely palatable manner, were disseminated on social media platforms, attracting significant viewership.

Table 7: Summary of Performance against Predetermined Objectives for FY 2021/22

Strategic Goal	Objective	Key Performance Indicators	Target	Achievements	Remarks
Delivering Effective Enforcement	To reform the Merger Analysis Process in Order to Minimize Financial Burden on Businesses	% of Merger Notifications finalized	100	97	3% of the notifications were carried forward to FY2022/23 as they were received on the last days of the period under review
		% of advisory opinion requests provided	100	100	
	To Enhance Deterrence on Unfair Market Conduct to Safeguard Access to Markets and Consumers	No. of ABP cases investigated	25	90	
		No. of sectors sensitized	3	3	
		No. of BP Guidelines reviewed	1	1	
	Increase detection and take measures to address misleading and unfair practices that harm consumers	% of consumer cases finalized	70	64	The 6% deficit is attributed to delay in procuring evidence from the complainant, to enable finalization of the cases
	To enhance deterrence on anticompetitive practices for sustained consumer welfare	No. of cases concluded	16	33	
		No. of compliance checks finalized	12	17	
		Guidelines on SMP developed	1	1	
	To entrench the Authority as a Centre for Competition and Consumer Protection Law	No. of advocacy engagements with competition and consumer protection law scholars, researchers, Economists and practitioners	1	2	

Strategic Goal	Objective	Key Performance Indicators	Target	Achievements	Remarks
Research & Advocacy	To advance knowledge of sectoral and emerging markets	No. of screening reports on emerging areas	1	2	
		No. of research reports	-	2	
	To Enhance effective Advocacy	No. of capacity building initiatives	3	3	
		No. Advisory opinions issued and adopted	2	5	
		No. of Position papers submitted to international forums	3	4	
		No. of conferences on Competition and Consumer Protection	1	1	
Visibility And Organizational Sustainability	To enhance institutional risk management practices, business continuity and implementation of standards	Re-certification to ISO 9001:2015 Quality Management Standard	1	1	
		% of Employee, work environment Satisfaction Index	83	88	
		Capacity building in the following areas among others; Big Data and Digital economy; Artificial Intelligence; Platform marketing; Buyer Power	80	82	



COMESA Competition Commission officials being sensitized about various elements of the Authority's automated services (the Case Management System), including its technical and support functions. The benchmarking tour took place in December 2021.



FINANCIAL STATEMENTS FOR THE FY2021/22

REPORT OF THE DIRECTORS

The Directors submit their report together with the audited financial statements for the year ended June 30, 2022, 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, 2022, are set out on page 78.

iii) Directors

The members of the Board of Directors who served during the year are shown on pages 12 - 17.

iv) Surplus Remission

In accordance with Regulation 219 (2) of the Public Financial Management (National Government) Regulations 2015, the Authority is required to remit into the Consolidated Fund, 90% of its surplus funds reported in the audited financial statements after the end of each financial year. The Authority has not made provisions for remission of surplus during the year (FY 2020/21 Ksh. Nil) to the Consolidated Fund due to a deficit registered for the year.

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

Wang'ombe Kariuki, MBS

Corporation Secretary/ 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, 2022. 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, 2022, 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.

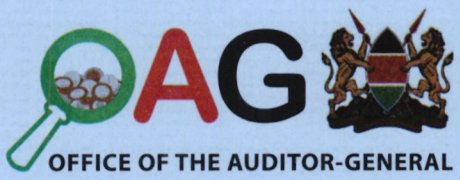
The Authority's financial statements were approved by the Board on 19th August, 2022 and signed on its behalf by

Amb. Nelson Ndirangu, OGW
Board Chairman

Wang'ombe Kariuki, MBS
Accounting Officer

REPUBLIC OF KENYA

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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, 2022

PREAMBLE

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

A. Report on the 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 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 Government achieves value for money and that such funds are applied for intended purpose.

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, the risk management environment, and the internal controls developed and implemented by those charged with governance for orderly, efficient and effective operations of the entity.

An unmodified opinion does not necessarily mean that an entity has complied with all relevant laws and regulations, and that its internal controls, risk management and governance systems are properly designed and were working effectively in the financial year under review.

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 75 to 102, which comprise the statement of financial position as at 30 June, 2022, and the statement of financial performance, statement of changes

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

In my opinion, the financial statements present fairly, in all material respects, the financial position of Competition Authority of Kenya as at 30 June, 2022, and of its financial performance and its cash flows for the year then ended, in accordance with International Public Sector Accounting Standards (Accrual Basis) and comply with the Competition Act, 2010 and the Public Finance Management Act, 2012.

Basis for Opinion

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

Key Audit Matters

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

Other Information

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

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

REPORT ON LAWFULNESS AND EFFECTIVENESS IN USE OF PUBLIC RESOURCES

Conclusion

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

Basis for Conclusion

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

REPORT ON EFFECTIVENESS OF INTERNAL CONTROLS, RISK MANAGEMENT AND GOVERNANCE

Conclusion

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

Basis for Conclusion

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

Responsibilities of Management and the Board of Directors

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

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

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

In addition to the responsibility for the preparation and presentation of the financial statements described above, Management is also responsible for ensuring that the activities, financial transactions and information reflected in the financial statements are in compliance with the authorities which govern them, and that public resources are applied in an effective way.

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

Auditor-General's Responsibilities for the Audit

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

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

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

Because of its inherent limitations, internal control may not prevent or detect misstatements and instances of non-compliance. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies and procedures may deteriorate.

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

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the Management.

- Conclude on the appropriateness of the Management's use of the applicable basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Authority's ability to continue to sustain its services. If I conclude that a material uncertainty exists, I am required to draw attention in the auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify my opinion. My conclusions are based on the audit evidence obtained up to the date of my audit report. However, future events or conditions may cause the Authority to cease to continue to sustain its services.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Obtain sufficient appropriate audit evidence regarding the financial information and business activities of the Authority to express an opinion on the financial statements.

- Perform such other procedures as I consider necessary in the circumstances.

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

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

CPA Nancy Gathungu, CBS
AUDITOR-GENERAL

Nairobi

27 January, 2023

STATEMENT OF FINANCIAL PERFORMANCE FOR THE YEAR ENDED 30TH JUNE 2022

	Note	2021/2022 Kshs.	2020/2021 Kshs.
Revenue			
Revenue from Non-Exchange Transactions			
Transfers from Government & Other Government Entities	2	330,887,523	260,444,969
Fees, Fines and Penalties	3	12,721,429	59,402,219
		343,608,952	**319,847,188**
Revenue from Exchange Transactions			
Rendering of Services	3	120,461,168	91,234,676
Finance Income	4	17,974,137	18,811,001
Other Income	5	1,689,745	-
		140,125,050	**110,045,678**
Total Revenue		**483,734,002**	**429,892,865**
Expenses			
Employee Costs	6	275,627,985	265,881,252
Remuneration of Directors	7	11,341,337	10,081,722
Depreciation & Amortisation Expense	8	23,918,205	27,504,527
Policy, Risk, Competition & Consumer Protection Expenses	9	76,981,962	53,573,384
Repairs & Maintenance	10	20,282,580	14,324,546
Contracted Services	11	4,631,403	8,423,588
Use of Goods & Services	12	78,639,379	75,093,582
Finance Costs	13	-	405,363
Total Expenses		**491,422,851**	**455,287,963**
Other Gains(Losses)			
Profit (Loss) on Disposal of Assets	14	9,953	(762,986)
Surplus (Deficit) for the year		(7,678,896)	(26,158,083)

The notes set out on pages 80 to 99 form an integral part of these Financial Statements

The financial statements set out on pages 75 to 79 were signed on behalf of the Board Directors on 19th, August 2022 by:

.....	.....	.....
Amb. Nelson Ndirangu, OGW	CPA Ambrose Ageng'a	Wang'ombe Kariuki, MBS
Board Chairman	Head of Finance	Director General
	ICPAK No.3461	

STATEMENT OF FINANCIAL POSITION AS AT 30TH JUNE 2022

	Note	2021/2022 Kshs	2020/2021 Kshs
Assets			
Current Assets			
Cash and Cash Equivalents	15	241,574,879	139,137,939
Receivables from Exchange Transactions	17	206,246,469	169,557,824
Inventories	18	2,485,752	4,202,051
		450,307,101	**312,897,814**
Non-Current Assets			
Securities & Deposits	16	137,234,562	271,155,823
Receivables from Exchange Transactions	17	20,849,813	-
Property, Plant & Equipment	19	51,949,381	43,909,252
Intangibles Assets	20	36,297,754	46,417,005
		246,331,510	**361,482,080**
Total Assets		**696,638,611**	**674,379,894**
Liabilities			
Current Liabilities			
Trade and other Payables	21	18,116,075	18,380,866
Current Provisions	22	6,206,400	6,357,300
Current Deferred Capital Income	23	7,120,851	5,867,648
Current Employee Benefit Obligation	24	40,618,826	-
		72,062,152	**30,605,814**
Non-Current Liabilities			
Non Current Deferred Capital Income	23	73,602,344	65,118,070
Non Current Employee Benefit Obligation	24	29,754,490	49,757,489
		103,356,834	**114,875,559**
Total Liabilities		**175,418,986**	**145,481,374**
Net Assets		**521,219,625**	**528,898,521**
General Reserve	25	416,886,181	416,886,181
Accumulated Surplus	25	50,951,625	58,630,522
Capital Fund	26	53,381,820	53,381,820
		521,219,625	**528,898,523**

The financial statements set out on pages 75 to 79 were signed on behalf of the Board of Directors on 19th, August 2022 by:

.....
Amb. Nelson Ndirangu, OGW
Board Chairman

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

.....
Wang'ombe Kariuki, MBS
Director General

STATEMENT OF CHANGES IN NET ASSETS FOR THE YEAR ENDED 30TH JUNE 2022

	Note	General Reserve	Accumulated Surplus	Capital Fund	Total Fund
		Kshs	Kshs	Kshs	Kshs
1st July 2020		316,886,182	190,693,244	53,381,820	**560,961,246**
Surplus/deficit for the Year		-	(26,158,083)	-	**(26,158,083)**
Surplus Paid to National Treasury		-	(5,904,640)	-	**(5,904,640)**
Transfer to Mortgage Scheme		100,000,000	(100,000,000)	-	**-**
At 30th June 2021		**416,886,182**	**58,630,521**	**53,381,820**	**528,898,523**
1st July 2021		**416,886,182**	**58,630,521**	**53,381,820**	**528,898,523**
Surplus/deficit for the Year		-	(7,678,896)	-	**(7,678,896)**
At 30th June 2022		**416,886,182**	**50,951,625**	**53,381,820**	**521,219,627**

STATEMENT OF CASH FLOWS FOR THE YEAR ENDED 30TH JUNE 2022

	Note	2021/2022	2020/2021
		Kshs	Kshs
Cashflows from Operating Activities			
Surplus from Operating Activities		(7,678,896)	(26,158,083)
Depreciation & Amortisation Expense	8	23,918,205	27,504,527
Profit on Disposal of Assets	14	(9,953)	762,986
		16,229,356	**2,109,429**
Adjustments for Changes in Working Capital			
(Increase)/Decrease in Receivables	17	(57,538,457)	(95,180,159)
(Increase)/Decrease in Inventories	18	1,716,299	1,100,744
(Increase)/Decrease in Securities & Deposits	16	133,921,260	86,656,576
Increase/(Decrease) in Trade and Other Payables	21	(264,791)	(52,440,435)
Increase/(Decrease) in Current Provisions	22	(150,900)	299,533
Increase/(Decrease) Deferred Capital Income	23	9,737,477	22,130,031
Increase/(Decrease) Employee Benefit Obligation	24	20,615,827	18,978,777
		108,036,714	**(18,454,933)**
Net Cashflows from Operating Activities		**124,266,070**	**(16,345,504)**
Cashflows from Investing Activities			
Purchase of Plant Property & Equipment	19	(19,941,361)	(8,492,680)
Purchase of Intangible Assets	20	(1,980,000)	(2,389,364)
Insurance compensation Received	14	92,232	-
		(21,829,129)	**(10,882,043)**
Cashflows from Financing Activities			
Surplus Paid to National Treasury		-	(5,904,640)
		-	**(5,904,640)**
Net Increase/(Decrease) in cash and cash equivalents		**102,436,941**	**(33,132,187)**
Cash and cash equivalents at 1st July	15	139,137,939	172,270,125
Cash and Cash Equivalents as at 30th June		**241,574,880**	**139,137,939**

The financial statements set out on pages 75 to 79 were signed on behalf of the Board of Directors on 19th, August 2022 by:

.....	.....	.....
Amb. Nelson Ndirangu, OGW	CPA Ambrose Ageng'a	Wang'ombe Kariuki, MBS
Board Chairman	Head of Finance	Director General
	ICPAK No.3461	

STATEMENT OF COMPARISON OF BUDGET AND ACTUAL AMOUNTS FOR THE YEAR ENDED 30TH JUNE 2022

	Original Budget Kshs A	Adjust-ments Kshs B	Final Budget Kshs C=(A+B)	Actual on Com-parable Basis Kshs D	Performance Difference Kshs E=(C-D)	% of Utilisation F=D/C
Revenue						
Transfers from Govt & Other Govt Entities	335,887,523	-	335,887,523	330,887,523	(5,000,000)	99%
Fines,Penalties and Levies	47,000,000	-	47,000,000	12,721,429	(34,278,571)	27%
Rendering of Services	105,000,000	-	105,000,000	120,461,168	15,461,168	115%
Finance Income	8,000,000	-	8,000,000	17,974,137	9,974,137	225%
Other Income	3,000,000	-	3,000,000	1,689,745	(1,310,255)	56%
Total Income	**498,887,523**	**-**	**498,887,523**	**483,734,002**	**(15,153,521)**	
Expenses						
Employee Costs	286,698,000	-	286,698,000	275,627,985	11,070,015	96%
Remuneration of Directors	11,360,000	-	11,360,000	11,341,337	18,663	100%
Depreciation & Amortisation Expense	-	-	-	23,918,205	(23,918,205)	0%
Policy, Risk, Competition & Consumer Protection Expenses	77,088,362	-	77,088,362	76,981,962	106,400	100%
Contracted Services	14,096,000	-	14,096,000	4,631,403	9,464,597	33%
Repairs & Maintenance	23,200,000	-	23,200,000	20,282,580	2,917,420	87%
Finance Costs	600,000	-	600,000	-	600,000	0%
Use of Goods & Services	97,280,000	-	97,280,000	78,639,379	18,640,621	81%
	510,322,362	**-**	**510,322,362**	**491,422,851**	**18,899,511**	
Surplus/(Deficit)				**(7,688,849)**		

NOTES:

i. Other than the depreciation and amortisation recognized in the statement of financial performance and actual payments for the purchase of Assets and surplus on disposal of fixed assets shown on the face of the statement of comparison of budget and actual amounts, there are no reconciling items to warrant a reconciliation between surplus as per statements of financial performance and comparison of budget and actual amounts.

ii. An explanation of differences between actual and budgeted amounts (10% over/ under) have been provided in detail under note 36 as required by IPSAS 24.14

NOTES TO THE FINANCIAL STATEMENTS

Statement of Compliance and Basis of Preparation

The financial statements have been prepared on a historical cost basis. 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 Authority'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 1(s) of these financial statements.

The financial statements have been prepared and presented in Kenya Shillings, which is the functional and reporting currency of the Authority.

The financial statements have been prepared in accordance with the PFM Act, the State Corporations Act, and International Public Sector Accounting Standards (IPSAS). The accounting policies adopted have been consistently applied to all the years presented.

1. Adoption of new and revised standards

a. New and amended standards and interpretations in issue effective in the year ended 30th June, 2022

The Authority did not early – adopt any new or amended standards in the year ended 30th June, 2022 while amendments to IPSAS 13, IPSAS 21 and IPSAS 26 and IPSAS 17& 33 removing the transatisional 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, 2022

The proposed new amendments to IPSAS 41 and 42 have no significant impact on the Authority's financial statements for the year ended 30th June, 2022 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.

Summary of Significant Accounting Policies

a. Revenue Recognition

Revenue is the gross inflow of economic benefits or service potential during the reporting period when those inflows result in an increase in net assets other than increases relating to contributions from Government as owner.

i. Revenue from non-exchange transactions

Non-exchange transactions are transactions that are not exchange transactions. In a non-exchange transaction, the Authority receives value from another entity without directly giving approximately equal value in exchange, or gives value to another entity without directly receiving approximately equal value in exchange.

Recognition and measurement

An inflow of resources from a non-exchange transaction recognized as an asset is recognised as a revenue except to the extent that a liability is also recognized in respect of the same inflow.

As the Authority satisfies a present obligation recognised as a liability in respect of an inflow of resources from an asset, it reduces the carrying amount of the liability recognised and recognises an amount of revenue equal to that reduction.

Revenue from non-exchange transaction is measured at the amount of the increase in net assets recognised by the Authority.

a. Fines and penalties

The Authority recognizes revenues from fines and penalties when received 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.

b. Exchequer transfers

The Authority recognizes Revenue from exchequer allocation when the monies are received and 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.

c. 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 Authority and can be measured reliably.

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 Authority and fair value of the asset can be measured reliably.

ii. Revenue from exchange transactions

An exchange transaction is one where the Authority receives a fee and in exchange investigates and assesses whether a merger is likely to substantially prevent or lessen competition and whether a merger can or cannot be justified on substantial public grounds and or for exemptions. Fair value is the amount for which an asset could be exchanged or a liability extinguished, between knowledgeable, willing parties in an arm's length transaction. In arriving at the consideration due from an exchange transaction, the Authority applies the following tarrrifs structure;

a. 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.

Recognition and measurement

Revenue is measured at the fair value of the consideration received or receivable, net of trade discounts and volume rebates.

Merger filling fees

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 2021/22 was approved by the National Treasury on 30th June, 2021. Subsequent revisions or additional/reduced appropriations were made to the approved budget in accordance with specific approvals from the Authority's board. The additional/reduced appropriations are added/

subtracted to the original budget by the Authority upon receiving the respective approvals in order to conclude the final budget.

The approved budget is prepared on an accrual basis and presented by functional classifications linked to performance outcome objectives and covers the period 1st July, 2021 to 30th June, 2022.

As a result of the adoption of the accrual basis for budgeting purposes, there are no major timing differences to include in the reconciliation between the actual comparable amounts and the amounts presented as a separate additional financial statement in the statement of comparison of budget and actual amounts.

A comparison of budget and actual amounts, prepared on a comparable basis to the approved budget, is presented in the statement of comparison of budget and actual amounts.

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	
1. Computer equipment	Reducing balance	3 Years
2. Servers	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 Kenya Railways Staff Retirement Benefit Scheme that also includes an annual escalation clause of 5% 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. Subsequently inventories are measured at the lower of cost and net realizable value.

Net realizable value is the estimated selling price in the ordinary course of operations, less the estimated costs of completion and the estimated costs necessary to make the sale, exchange, or distribution. Inventories are recognized as an expense when deployed for utilization or consumption in the ordinary course of operations of the Entity.

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 22.

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, 2022, the Authority had a general Reserve fund of Ksh. 50,951,625 consisting of accumulated surpluses arising from the excess of income over expenses in the Statement of Financial performance.

k. Changes in Accounting policies and estimates

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

l. Employee Benefits

The Authority operates a retirement benefit scheme for all its permanent and pensionable employees. Further an amount equivalent to 31% of basic salary has been set aside as gratuity for all employees on contract. The provisions for employee entitlements to salaries and annual leave represent the amount which the organisation 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. 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 29.

o. 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 15.

p. Commitments

Commitments represent goods/services that have been contracted/ordered, but no delivery has taken place at the reporting date. These amounts are not recognised in the statement of financial position as a liability or as expenditure in the statement of financial performance as the annual financial statements are prepared on an accrual basis of accounting but are however disclosed as part of the disclosures in note 31.

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:

i. those that provide evidence of conditions that existed at the reporting date(adjusting events after the reporting date); and

ii. those that are indicative of conditions that that arose after the reporting date(non-adjusting events)

The Authority will adjust the amounts recognised in the financial statements to reflect adjusting events after the reporting date once the event occurred. The Authority will disclose the nature of the event and an estimate of its financial effects or a statement that such estimate cannot be made in respect of all material non-adjusting events, where non-disclosure could influence the economic decisions of users taken on the basis of the financial statements. 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, 2022.

s. 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;

i. 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.

ii. 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:

i. The condition of the asset based on the assessment of experts employed by the Authority
ii. The nature of the asset, its susceptibility and adaptability to changes in technology and processes
iii. The nature of the processes in which the asset is deployed
iv. Availability of funding to replace the asset
v. Changes in the market in relation to the asset

iii. 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.

2. a) Transfers from Ministries, Departments and Agencies

	Amount recognized in Statement of financial performance	Amount deferred under deferred Income	Amount recognized in capital fund	Total grant income during the year	
				2021/22	2020/21
	Ksh.	Ksh.	Ksh.	Ksh.	Ksh.
The National Treasury-Exchequer	307,625,000	20,262,523	-	327,887,523	252,444,969
Total	**307,625,000**	**20,262,523**	**-**	**327,887,523**	**252,444,969**

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	2021/2022	2020/2021
	Ksh.	Ksh.
Unconditional grants		
Operational grant	-	-
Total Unconditional Grants	-	-
Conditional grants		
Regional Integration Implementation Program (RIIP)	3,000,0000	8,000,000
Total government grants and subsidies	**3,000,0000**	**8,000,000**

The Authority is one of the implementing agencies of the Regional Integration Implementation Program under the COMESA Competition Commission Integration Program. In the FY 2021/2022, the Authority received Ksh. 3M as compared to Ksh. 8M in the previous FY. All agencies which

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

3. Fees, Fines & Penalties and fees from rendering of services

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.

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	2021/2022	2020/2021
	Ksh.	Ksh.
Merger filling fees-Local	34,077,158	40,000,000
Merger filling fees-COMESA	86,384,009	51,234,676
Fines & Penalties	12,721,429	59,402,219
Total	**133,182,596**	**150,636,895**

4. Finance Income

Descriptions	2021/2022	2020/2021
	Ksh.	Ksh.
Interest from fixed deposits	17,974,137	18,811,001
Total	**17,974,137**	**18,811,001**

The Authority recognizes that the revenue it receives both from exchequer and Appropriation in Aid (AIA) are not necessarily evenly matched with its spending pattern throughout the year. In addition, the Authority provides for Gratuity at the rate of 31% of basic pay on all employees on contract which is only payable at expiry of contract or separation. Accordingly, any surplus cash is invested in short-term fixed deposits to generate AIA by way of interest on deposits.

5. Other Income

Other income amounting to Ksh. 1,689,745 **(FY 2020/2021-Nil)** 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.

6. Employee Costs

	2021/2022	2020/2021
	Ksh.	Ksh.
Salaries and Allowances	214,689,225	208,132,596
Contribution to Pensions	17,270,264	18,111,725
Staff Gratuity	20,615,827	18,924,777
Staff Medical Insurance	23,203,569	19,716,621
Decrease in Provision for Staff Leave	(150,900)	995,533
Total	**275,627,985**	**265,881,252**

7. Remuneration of Directors

	2021/2022	2020/2021
	Ksh.	Ksh.
Sitting & Lunch Allowances	812,903	2,691,988
Honoraria	1,845,920	960,000
Board Induction & Travel	2,923,881	6,286,674
Telephone	199,452	-
Insurance	37,346	37,055
Local Travel Costs	3,513,577	106,005
Conference Facilities	2,008,258	-
Total	**11,341,337**	**10,081,722**

8. Depreciation and Amortization

	2021/2022	2020/2021
	Ksh.	Ksh.
Property, Plant & Equipment	11,818,953	12,032,191
Intangible Assets	12,099,251	15,472,335
Total	**23,918,205**	**27,504,527**

9. Policy, Risk, Competition & Consumer Protection Expenses

	2021/2022	2020/2021
	Ksh.	Ksh.
Awareness & Publicity Campaigns	3,893,660	10,727,721
Policy, Research & Market Enquiries	34,343,764	27,418,319
Regulation of Mergers & Acquisitions	3,836,519	5,130,446
CPD Investigations and Enforcement	16,191,315	4,746,686
Enforcement of Restrictive Trade Practices	5,872,294	1,180,442
COMESA-RIIP	2,872,307	396,980
Risk and Quality Assurance	7,258,103	2,262,630
Buyer Power	2,714,000	1,710,159
Total	**76,981,962**	**53,573,384**

10. Repairs and Maintenance

	2021/2022	2020/2021
	Ksh.	Ksh.
Motor Vehicles	1,057,750	979,957
Property, Plant & Equipment	19,224,830	13,344,589
Total	**20,282,580**	**14,324,546**

11. Contracted Services

	2021/2022	2020/2021
	Ksh.	Ksh.
Consultancy	1,082,500	2,731,500
Hire of Security	793,440	808,640
Cleaning Expenses	1,847,419	2,178,735
Legal Services	212,044	2,008,713
Audit Fees	696,000	696,000
Total	**4,631,403**	**8,423,588**

12. Use of Goods & Services

	2021/2022	2020/2021
	Ksh.	Ksh.
Domestic Travel Subsistence Allowances	6,898,236	6,740,426
Foreign Travel Subsistence Allowance	3,948,434	-
Communication Costs	5,877,577	5,305,410
Staff Welfare	2,031,907	1,388,770
Printing & Advertising	2,018,441	1,145,116
Rent & Rates	36,860,304	36,257,617
General Office Supplies	2,193,934	3,090,938
Training Expenses	9,960,788	10,954,129
Motor Vehicles Running Expenses	1,109,389	1,273,796
Official Entertainment and Conferencing Facilities	4,943,422	5,438,192
Subscriptions to Professional Bodies	1,233,792	813,759
Insurance of Assets	1,129,366	2,685,430
Bank Charges	433,788	-
Total	**78,639,379**	**75,093,582**

13. Finance Costs

The Authority operates six bank accounts in various commercial banks in the country. Total finance costs or the year of Ksh. 433,788 **(2020/2021 Ksh. 405,363)** levied by the banks for running the Accounts have been recognized as expense in the statement of financial performance.

14. Surplus (Deficit) on Disposal of Assets

	2021/2022	2020/2021
	Ksh.	Ksh.
Profit (Loss) on Disposal of assets	9,953	(762,986)

The Authority received Ksh. 92,232 from Option Insurance Company Ltd as compensation for two laptops, which were reported lost during the year. The two laptops had a book value of Ksh. 82,279 resulting in a net surplus of Ksh. 9,953.

15. Cash and Cash Equivalents

	2021/2022	2020/2021
	Ksh.	Ksh.
KCB-Current Account	44,911,154	20,992,109
KCB-Staff Gratuity Account	8,145,729	7,536,008
Family Bank-Current Account	3,324,937	-
NBK-Dollar Account	9,085,710	12,509,823
Call deposits (KCB-Ksh. 45million & Family Ksh. 56,107,350)	101,107,350	53,100,000
KCB-Staff Gratuity Fixed Deposit	75,000,000	45,000,000
Total	**241,574,879**	**139,137,939**

16. Securities & Deposits

	2021/2022	2020/2021
	Ksh.	Ksh.
NBK-Staff Car Loan Scheme Account	40,640,151	53,890,050
Family Bank -Staff Car Loan Scheme Call Account	-	55,000,000
ABSA-Staff Mortgage Scheme Account	65,006,376	60,896,457
KCB-Staff Mortgage	231,970	1,369,315
KCB-Staff Mortgage Call Account	31,356,066	100,000,000
Total	**137,234,562**	**271,155,823**

These are bank balances as at 30th June, 2022 in National Bank of Kenya, Kenya Commercial Bank and Absa Bank, which are placed as security against staff car and mortgage advances to support concessionary interest rate loans to staff. The contract with the banks stipulate that the cash balances are available to the Authority on call or upon termination by either party in which case the outstanding loans revert to commercial terms enforceable between the lender and the borrower. All risks related to the scheme are borne by the banks except where the Authority is found directly culpable.

17. Receivables from Exchange Transactions

	2021/2022	2020/2021
	Ksh.	Ksh.
Staff Travel imprest	7,500,823	491,394
Staff Car Loan Scheme Debtors	5,348,511	8,620,951
Staff Car Mortgage Loan Scheme Debtors	205,275,955	151,634,113
Prepaid Rent	3,007,325	3,007,325
Prepaid Insurance	5,963,667	5,475,582
Prepaid Training Fees	-	328,460
Total	**227,096,282**	**169,557,824**

18. Inventories

	2021/2022	2020/2021
	Ksh.	Ksh.
As at 1st July,	**4,202,051**	**5,302,795**
Additions during the year	257,300	1,680,200
Expensed during the year	(1,973,599)	(2,780,944)
As at 30th June,	**2,485,752**	**4,202,051**

19. Property, Plant and Equipment

	Motor Vehicles	Office Equipment	Computer Equipment	Furniture & fittings	Total
Depreciation rate	25.00%	12.50%	33.33%	12.50%	
Cost					
As at 1st July 2020	37,338,707	16,625,683	54,540,035	27,446,535	135,950,960
Additions	6,685,000	1,544,520	218,660	44,500	8,492,680
Disposals	-	(315,000)	(3,602,114)	(775,790)	(4,692,904)
As at 30th June 2021	**44,023,707**	**17,855,203**	**51,156,581**	**26,715,245**	**139,750,735**
As at July 2021	44,023,707	17,855,203	51,156,581	26,715,245	139,750,735
Additions	-	9,685,006	1,530,690	8,725,665	19,941,361
Disposals	-	-	(325,700)	-	(325,700)
As at 30th June 2022	**44,023,707**	**27,540,209**	**52,361,571**	**35,440,910**	**159,366,397**
Accumulated Depreciation					
As at 1st July 2020	26,125,330	6,155,232	41,009,428	14,449,220	87,739,210
Charge for the year	4,474,594	1,484,200	4,483,811	1,589,586	12,032,191
Disposals	-	(173,630)	(3,305,624)	(450,664)	(3,929,918)
As at 30th June 2021	**30,599,924**	**7,465,803**	**42,187,614**	**15,588,142**	**95,841,483**
As at July 2021	30,599,924	7,465,803	42,187,614	15,588,142	95,841,483
Charge for the year	3,355,946	2,509,300	3,472,112	2,481,596	11,818,953
Disposals	-	-	(243,421)	-	(243,421)
As at 30th June 2022	**33,955,870**	**9,975,103**	**45,416,305**	**18,069,738**	**107,417,015**
Net Book Value					
As at 30th June 2021	**13,423,783**	**10,389,400**	**8,968,966**	**11,127,103**	**43,909,252**
As at 30th June 2022	**10,067,837**	**17,565,106**	**6,945,266**	**17,371,172**	**51,949,381**

20. Intangible Assets

	2021/2022	2020/2021
	Ksh.	Ksh.
Cost		
At the beginning of the year	104,207,937	98,520,640
Additions	1,980,000	5,687,296
Disposals	-	-
At end of the year	**106,187,937**	**104,207,937**
Accumulated Amortization		
At the beginning of the year	57,790,932	42,318,596
Amortization	12,099,251	15,472,335
Disposals	-	-
At end of the year	**69,890,183**	**57,790,932**
Net Book Value	**36,297,754**	**46,417,005**

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

21. Trade and other Payables

	2021/2022	2020/2021
	Ksh.	Ksh.
Trade Payables	3,193,733	7,008,260
Withholding Taxes	135,306	88,199
Withholding VAT	278,336	282,813
Staff Claims	-	53,200
Unremitted Payroll Deductions	5,049,439	5,038,366
Deferred Lease Liability	5,097,245	5,910,028
Deferred Income	4,362,015	-
Total	**18,116,075**	**18,380,866**

22. Current Provisions

	Staff Leave	Audit Fees	Total
	Ksh.	Ksh.	Ksh.
Provisions as at 1st July, 2021	5,661,300	696,000	6,357,300
Additional provisions	(150,900)	696,000	545,100
Provision utilized during the year	-	(696,000)	(696,000)
Provisions as at 30th June, 2022	**5,510,400**	**696,000**	**6,206,400**

23. Deferred Capital Income

	2021/2022	2020/2021
	Ksh.	Ksh.
As at 1st July	70,985,718	48,855,687
Additions during the year	30,000,000	30,000,000
Amortized during the year	(20,262,523)	(7,869,969)
As at 30th June	**80,723,195**	**70,985,718**
Current Portion	7,120,851	5,867,648
Non-Current Portion	**73,602,344**	**65,118,070**

Development/capital income, Ksh. 20,262,523 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. 7,120,851 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. 73,602,344 will be realized in the subsequent years.

24. 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 and is currently at Ksh. 200 per employee per month.

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

	2021/2022	2020/2021
	Ksh.	Ksh.
As at 1st July	49,757,489	30,778,712
Contributions during the year	20,615,827	18,978,777
Payments during the year	-	-
As at 30th June	**70,373,316**	**49,757,489**
Current Portion	40,618,826	-
Non-Current Portion	**29,754,490**	**49,757,489**

25. General Reserve and Accumulated Surplus

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

Accumulated surpluses, Ksh. 50,951,625 arose from 10% annual surplus retained by the Authority after remitting 90% to consolidated fund as required Government) by the Public Finance Management Act (national government) regulation 2015.

26. 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.

27. Cash Generated from Operations

	2021/2022	2020/2021
	Ksh.	Ksh.
Surplus for the year	(7,678,896)	(26,158,083)
Adjusted for :		
Depreciation	23,918,205	27,504,527
Loss (Profit) on disposal of non-current assets	(9,953)	762,986
Provisions	(150,900)	299,533
Working Capital adjustments		
(Increase)/Decrease in Receivables & Prepayments	(57,538,457)	(95,180,159)
(Increase)/Decrease in Inventories	1,716,299	1,100,744
(Increase)/Decrease in Securities & Deposits	133,921,260	86,656,576
Increase/(Decrease) in Trade and Other Payables	(264,791)	(52,440,435)
Increase/(Decrease) Employee Benefit Obligation	20,615,827	18,978,777
Increase/(Decrease) Deferred Capital Grant	9,737,477	22,130,031
Net cash flow from operating activities	**124,266,070**	**(16,345,504)**

28. 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 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:

i. 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;
ii. Funds are invested in short-term facilities; and
iii. 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;

	2021/2022	2020/2021
	Ksh.	Ksh.
Cash at bank	241,574,879	139,137,940
Security and deposits	137,234,562	271,155,823
Staff travel imprest	7,500,823	491,394
Staff car loan debtors	5,348,511	8,620,951
Staff mortgage loan debtors	205,275,955	151,634,113
Prepaid rent	3,007,325	3,007,325
Prepaid insurance	5,963,667	5,475,582
Prepaid training fees	-	328,460
Total	**605,905,724**	**579,851,588**

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

Liquidity

The Authority's liquidity risk is as a result of funds availability to cover future commitments. The Authority manages liquidity risk by monitoring forecasted cash flows and ensuring that the necessary funds are available to meet any commitments which may arise. Cash which is not utilized is invested immediately in Treasury bills and call accounts. The amounts that best describes the Authority's exposure to liquidity risk at the end of the financial year is as follows;

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

At 30th June, 2021	Less than 1 month	Between 1-3 months	Over 5 months	Total
	Ksh.	Ksh.	Ksh.	Ksh.
Trade payables and other payables	7,008,260	-	-	7,008,260
Taxes	371,012	-	-	371,012
Payroll deductions	5,038,366	-	-	5,038,366
Staff leave Provisions	6,357,300	-	-	6,357,300
Total	**18,774,938**			**18,774,938**

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	**87,995.07**	**9,085,709.57**

29. Related Party Transactions

	2021/2022	2020/2021
	Ksh.	Ksh.
a) Grants from National Government		
i. Exchequer budgetary support	337,625,000	306,000,000
ii. COMESA-Regional Integration Implementation Programme	3,000,000	8,000,000
Total	**340,625,000**	**314,000,000**
b) Gifts/donations declared by employees	-	-
c) Key management compensation		
i. Directors' emoluments	1,845,920	3,689,043
ii. Compensation to the Director General	9,840,000	9,910,000
iii. Compensation to key management	75,442,666	70,324,666
Total	**87,128,586**	**83,923,709**

30. Contingent Assets and Contingent Liabilities

a. Court cases

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

31. Commitments

	2021/2022	2020/2021
	Ksh.	Ksh.
Authorized, contracted and ongoing	-	15,674,492
Authorized but not yet contracted	-	-
Total	**-**	**15,674,492**

32. Operating Leases-as Leases (expense)

	2021/2022	2020/2021
Minimum lease payments due	Ksh.	Ksh.
Within one year	29,630,663	28,219,678
In second to fifth year	25,712,559	55,343,222
Total	**55,343,222**	**83,562,900**

Operating lease payments represent rentals payable by the Authority for leased office space. Leases are negotiated for an average term of six years. No contingent rent is payable.

33. Reconciliation of Statement of comparison of Budget and Actual

	Original Budget	Actual on Comparable Basis
	Ksh.	Ksh.
Total Income as per Statement of Budget and Actual	478,625,000	463,471,479
Less recurrent income for FY 2020/21 received in quarter 1	(31,525,000)	-
Add deferred capital income recognized in income statement	-	20,262,523
Total income as per approved budget/ income statement	447,100,000	483,734,002
Total expenditure as per Statement of Budget and Actual	510,322,362	491,422,851
Less deferred capital income recognized in income statement	(11,088,362)	-
Total expenditure as per approved budget/ income statement	499,234,000	491,422,851

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

a. Fines & penalties

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

b. Merger Filling Fees - Local

The Authority expected to collect Ksh.50M in merger filing fees. We recorded decline in the number of mergers filed in quarter 1, 2 and 3 of the year. However, we recored a slight increase in the number of merger filed in quarter 4.

c. Merger Filling Fees - COMESA

During the period under review, the number of merger filed at COMESA increased siginificantly especially the 1st half of the year. As a result, more merger filing fees was received then budgeted.

d. Regional Integration Implementation Programme(RIIP)

RIIP is programme under National Treasury. National treasury had committed to support the Authority with Ksh. 8M, however it only disbursed Ksh. 3M hence the variance.

e. Contracted Services

Owing to restrictive trade practices investigations which were being conducted, the Authority anticipated that some of its decisions will challenged in courts. As a result, funds were set aside under legal fees. However, most of the cases were either settled at the tribunal or out of court settlements hence the savings in legal fees.

35. Pending Bills

As at the close of the financial year, the Authority did not have any bills 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.

36. Surplus Remission

The Authority, being a regulatory agency is required to submit 10% 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 not remit any amount to the exchequer (FY 2020/21 - Nil) due to a net operating deficit registered.

37. 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, 2022.

38. 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.



Delegates from five (5) African competition authorities at the Digital Markets Dialogue on 17th and 18th February 2022, in Johannesburg, South Africa.



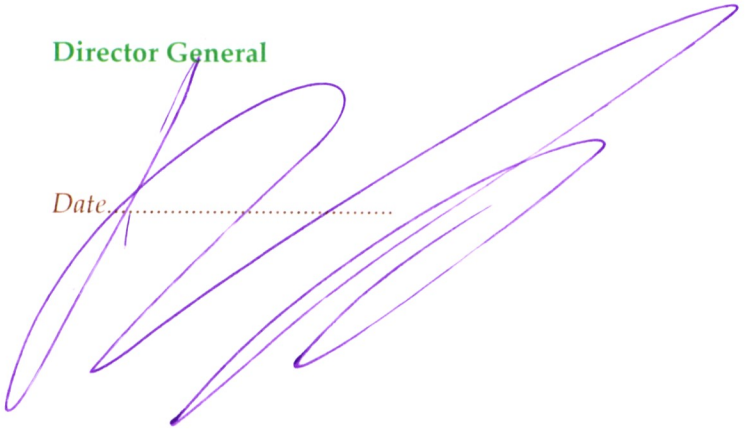
APPENDIX 1: PROGRESS ON FOLLOW UP OF AUDITOR RECOMMENDATION

The following is the summary of issues raised by the external auditor, and management comments that were provided to the auditor. We have nominated focal persons to resolve the various issues as shown below with the associated time frame within which we expect the issues to be resolved.

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

Director General

Date.....



APPENDIX II: INTER-ENTITY TRANSFERS

	ENTITY NAME:	COMPETITION AUTHORITY OF KENYA		
	Break down of Transfers from the ministry of the National Treasury			
	FY 2021/22			
a.	**Recurrent Grants**			
		Bank Statement Date	Amount (Ksh.)	FY to which the amounts relate
		05/07/2021	31,525,000	2020/21
		19/08/2021	69,025,000	2021/22
		08/11/2021	69,025,000	2021/22
		22/03/2022	69,025,000	2021/22
		06/05/2022	69,025,000	2021/22
		Total	**307,625,000**	
b.	**Development Grants**			
		Bank Statement Date	**Amount (Ksh.)**	**FY to which the amounts relate**
		17/09/2021	7,500,000	2021/22
		11/11/2021	7,500,000	2021/22
		22/03/2022	7,500,000	2021/22
		17/05/2022	7,500,000	2021/22
		Total	**30,000,000**	
	Grand Total		**337,625,000**	

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

Manager, Finance

Competition Authority of Kenya

Sign .....

1. Mergers and Acquisition

I.1 Mergers

No.	Title	Sectors	Nature of the transaction	Determination
	Musoni Microfinance Limited and I.D. Inspiring Development GmbH	Finance and Insurance	The transaction involved the acquisition of 83.4% of the issued shares in Musoni Microfinance Limited by I.D. Inspiring Development GmbH	Approved unconditionally
	Siginon Aviation Limited and NAS Africa Limited	Aviation and Cargo Management	This transaction involved the acquisition of the 51% of the shareholding in Siginon Aviation Limited by NAS Africa Aviation Limited	Approved unconditionally
	SOC Stores Limited and Khetia Drapers Limited	Retail	The transaction involved the acquisition of the remaining 50% of the issued shares in SOC Stores Limited by Khetia Drapers Limited resulting in 100% shareholding	Approved on condition that the merged entity retains all the four hundred and eighty-three (483) employees of the target for a period of twelve (12) months from the date of the implementation of the proposed transaction.
	Red Land Africa Holding Limited and Altilands S.A	Agriculture/Floriculture	The transaction involved the acquisition of the 62.11% of the issued share capital in Atilands S.A. by Red Land Africa Holding Limited	Approved unconditionally

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No.	Title	Sectors	Nature of the transaction	Determination
	James Finlay (Kenya) Limited and Black Tulip Flowers Limited	Agriculture/Floriculture	The transaction involved the acquisition of control of certain assets of James Finlay (Kenya) Limited, relating to its floriculture business, by Black Tulip Flowers Limited	Approved on condition that: the Acquirer shall offer employment to at least eight hundred and ten (810) (90%) of the Target Business' total employees on similar terms, or better, as those currently provided by the Target and thereafter retain such employees for a minimum period of twelve (12) months.
	Platinum Packaging Limited and Ramco Plexus Limited	Manufacturing	The transaction involved the acquisition of sole control of Platinum Packaging Limited by Ramco Plexus Limited which currently owns 50% of the issued share capital in Platinum Packaging Limited	Approved unconditionally
	Trinity Designated Activity Co., Volkswagen Aktiengellellschaft, and Europcar Mobility S.A	Manufacturing	The transaction involved the acquisition of the entire issued share capital in Europcar Mobility S.A by Trinity Designated Activity Co. and Volkswagen Aktiengellellschaft	Approved unconditionally
	Juhudi Kilimo Company Limited and NMI Fund IV KS	Finance and Insurance	The transaction involved the acquisition of 39.4% of the share capital of Juhudi Kilimo Company Limited with veto rights by NMI Fund IV KS	Approved unconditionally
	TVS Motor Company Limited and TVS Holdings Private Limited	Manufacturing	The proposed transaction involves the indirect acquisition of 57.4% of the issued shares of TVS Motor Company Limited by TVS Holdings Private Limited	Approved unconditionally

No.	Title	Sectors	Nature of the transaction	Determination
	Consol Glass Kenya Limited and Ardagh Group S.A	Manufacturing	The transaction involved the indirect acquisition of control of Consol Glass Kenya Limited through the acquisition of 100% of the issued share capital of its ultimate controlling parent Consol Holdings Proprietary Limited by Ardagh Group S.A.	Approved unconditionally
	Husky Outdoor Equipment Limited and Husky Africa Limited	Retail (outdoor power products)	The transaction involved the acquisition of all issued shares of the Husky Outdoor Equipment Limited by Husky Holdings (Australia) Pty Limited	Approved unconditionally
	Wananchi Group (Holdings) Limited, Altice Africa S.a.r.l, Liberty Global Europe 2 Limited, and Triple HoldCo Limited	Telecommunication	The transaction involved a conversion of loan notes (debt) held by Altice Africa S.a.r.l, Liberty Global Europe 2 Limited, and Triple HoldCo Limited into equity in Wananchi Group (Holdings) Limited	Approved unconditionally
	AutoXpress Limited and AfricInvest IV SPV1	Automotive Industry	The transaction involved the acquisition of a controlling stake in AutoXpress Limited, through the acquisition of a minority stake of approximately 36.28618% in its parent company, AutoXpress International Limited, by AfricInvest IV SPV1	Approved unconditionally
	Monarch Insurance Company Limited and Holmarcom Africa Financial Services	Finance and Insurance	The transaction involved the acquisition of 51% of the issued share capital and voting rights of Monarch Insurance Company Limited by Holmarcom Africa Financial Services	Approved unconditionally

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No.	Title	Sectors	Nature of the transaction	Determination
	Galana K. Limited and Montfort Holdings Limited	Petroleum distribution	The transaction involved the acquisition of the entire issued share capital of Galana K. Limited by Montfort Holdings Limited	Approved unconditionally
	Golden Jubilee Limited and Falcon NBO	Tourism and Hospitality	The transaction involved the acquisition of all of the issued shares in Golden Jubilee Limited by Falcon NBO	Approved unconditionally
	NAC Aviation 33 Limited and NAC Aviation 34 Limited and Azorra Aviation Holdings, LLC	Aviation	The transaction involved the acquisition of majority ownership and sole control over NAC Aviation 33 Limited and NAC Aviation 34 Limited by Azorra Aviation Holdings, LLC, through a restructuring of their parent company, NAC DAC	Approved unconditionally
	Mayhouse Limited and Maanzoni Lodge Limited and Christopher Musyoka Musau	Tourism and Hospitality	The transaction involved the acquisition of the entire issued share capital in Mintea Corp, Mayhouse Limited's parent by Maanzoni Lodge Limited and Christopher Musyoka Musau resulting in a change in control of Mayhouse Limited	Approved unconditionally
	Eastern Chemicals Industries Limited and Shreeji Enterprises (K) Limited	Manufacturing	The transaction involved the acquisition of 100% of the issued shares of Eastern Chemicals Industries Limited by Shreeji Enterprises (K) Limited	Approved on condition that there shall be no cross-directorship at any point between Shreeji Enterprises (K) Limited and Eastern Chemicals Industries Limited

No.	Title	Sectors	Nature of the transaction	Determination
	Coast Cables Limited and Atul Premchand Shah	Manufacturing	The transaction involved the acquisition of 62.53% of the issued share capital of Coast Cables Limited by Atul Premchand Shah, who currently holds 37.47% shareholding in the Coast Cables Limited resulting in sole control	Approved unconditionally
	Allianz Insurance Company Limited and Jubilee Health Insurance Limited	Finance and Insurance	The transaction involved the acquisition of control of the medical insurance business of Allianz Insurance Company Limited by Jubilee Health Insurance Limited	Approved unconditionally
	Kartasi Industries Limited and Kartasi Products Limited	Manufacturing	The transaction involved the acquisition of Kartasi Industries Limited's business and assets by Kartasi Products Limited	Approved on condition that Kartasi Products Limited, the acquiring undertaking, retains all the target's (Kartasi Industries Limited) 69 permanent employees for at least 1 year from the completion date.
	OFGEN Limited and CFAO Limited	Renewable Energy (Solar)	The transaction involved the acquisition of a 35% equity stake and veto rights in OFGEN Limited by CFAO Kenya Limited	Approved unconditionally
	M-KOPA Holding Limited, CDC Scots LP, GIM CSF II (Cayman) Limited, LGT Venture Philanthropy Foundation, and LR Africa Holdings Limited	Finance and Insurance	The transaction involved the conversion into equity of certain convertible loan notes (debt) issued by M-KOPA Holding Limited to CDC Scots LP, GIM CSF II (Cayman) Limited, LGT Venture Philanthropy Foundation, and LR Africa Holdings Limited, and the amendment and recapitalization of the share capital of M-KOPA Holding Limited which resulted in a change of control in M-KOPA Holding Limited.	Approved unconditionally

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No.	Title	Sectors	Nature of the transaction	Determination
	Edenvale Developments LLP, Acorn Holdings Limited, and Acorn Student Housing I-REIT	Real Estate	The transaction involved two phases. Phase 1 was the exit by Heber Investments Limited from the joint control of Edenvale Developments LLP. The second phase involved the acquisition of 100% partnership interest in Edenvale Developments LLP by Acorn Student Housing I-REIT	Approved unconditionally

I.2 Exclusions

No.	Title	Sectors	Nature of the transaction
	Exclusive Networks SAS and Networks Unlimited Africa Limited (RF) Proprietary Limited, Networks Unlimited Proprietary Limited and Networks Unlimited Africa Limited.	Retail (value-added IP products)	The transaction involved the acquisition of 57.03% of the ordinary issued share capital of Networks Unlimited Africa Limited by Exclusive Networks. Additionally, Exclusive Networks Topco South Africa Proprietary Limited acquired 45.5% of the ordinary issued share capital of Networks Unlimited Africa (RF) Proprietary Limited and 45.32% of the ordinary issued share capital of Networks Unlimited Proprietary Limited.
	Cargotec Corporation and Konecranes PLC.	Manufacturing	The transaction involved a merger of equals where Cargotec Corporation absorbed Konecranes PLC resulting in all the assets and liabilities of Konecranes PLC being transferred to Cargotec Corporation and shares in Cargotec Corporation being issued to existing shareholders of Konecranes PLC.
	Taru Capital Limited and Poa Internet Kenya Limited.	Telecommunication (internet services)	The transaction involved Taru Capital Limited acquiring 30% of the issued share capital in Poa Internet Kenya Limited attached with certain controlling rights.
	Acme Network Services Kenya Limited and A&A Engineering Holding Limited.	Telecommunication (Telecom Engineering Services)	The transaction involved the acquisition of 100% of the issued shares in ACME Network Services Kenya Limited by A&A Engineering Holding Limited.

No.	Title	Sectors	Nature of the transaction
	Basecamp Explorers Kenya Limited and Old Boma Limited.	Tourism and Hospitality	The transaction involved the acquisition of 100% of the issued shares in Old Boma Limited by Basecamp Explorer Kenya Limited.
	Kudura Power East Africa Limited and Infraco Africa Limited.	Energy	The transaction involved the acquisition of 40% shareholding with certain veto rights in Kudura Power East Africa Limited by Infraco Africa Limited.
	Ennsvalley Bakery Limited and BigCold Kenya Limited	Manufacturing (Bakery products)	The transaction involved the acquisition of specified business and assets in Ennsvaley Bakery Limited by BigCold Kenya Limited.
	WIOCC Holding Company Limited and Adaba Limited.	Consultancy (Business management support Services)	The transaction involved the acquisition of up to 36% of the issued share capital with controlling rights of WIOCC Holding Company Limited by Adaba Limited.
	Seacom Kenya Limited and Hirani Telecommunication Limited.	Telecommunications (provision of fixed internet services)	The transaction involved the acquisition of fiber assets from Hirani Telecommunication Limited by Seacom Kenya Limited.
	PAIX African IX Data Centres Kenya Limited and Tech Holdco 2.	Telecommunication (provision of data centers)	The transaction involved the acquisition of a minority controlling stake (41.37%) in PAIX Holding B.V. by Tech Holdco 2 which resulted in the acquisition of indirect de facto control in PAIX African IX Data Centres Kenya Limited.
	Imfact B.V. and FSD Africa (Investments) Limited.	Finance and Insurance	This transaction involved FSD Africa (Investments) Limited subscribing to 40,300 convertible and redeemable preference shares in Imfact B.V.
	Körber Supply Chain Software Management GmbH and Horizon Bidco S.a r.l.	Procurement (development and marketing of software and other solutions for integrated supply chain management)	The transaction involved Horizon Bidco S.A R.L. subscribing to 40% shareholding (minority) with certain controlling rights in Körber Supply Chain Software Management GMBH.
	Ole Naishu (2000) Limited and Kobe Guardians Limited trustee for Ole Naishu Trust.	Wildlife Management Services	The transaction involved the purchase of 100% of the issued share capital of Yellowneck Investments SA by Kobe Guardians as Trustee for The Ole Naishu Trust which resulted in the acquisition of indirect control over Ole Naishu (2000) Limited.

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No.	Title	Sectors	Nature of the transaction
	Delta Automobile Limited and Nairobi Business Ventures PLC.	Retail (heavy automobile and accessories)	The transaction involved the acquisition of 100% shareholding in Delta Automobile Limited by Nairobi Business Ventures PLC
	Africa Greatness Pharmaceutical Consultants Limited and Goodlife Pharmacy Limited.	Pharmaceuticals Retail	The transaction involved the acquisition of the business and certain assets of Africa Greatness Pharmaceutical Consultants Limited by Goodlife Pharmacy Limited.
	iProcure Limited and I & P Afrique Entrepreneurs II LP.	Agribusiness (provision of agricultural supply chain solutions)	The transaction involved the acquisition of Preference Shares by Afrique Entrepreneurs II LP; and additional Shares by Novastar Ventures Africa Fund II LP (NVAF II); and 422 D Preference Shares by Novastar Ventures East Africa Fund 1 LP ("NVEAF-1") with certain consent rights over decisions of the Fortem Holdings Limited (the Target's HoldCo). The Consent Rights give Afrique Entrepreneurs II LP the ability to exercise material influence over the affairs of Fortem Holdings Limited and, indirectly, the affairs of iProcure Limited.
	Ikara G-PAT Pharmacy and Goodlife Pharmacy Limited.	Pharmaceuticals Retail	The transaction involved the acquisition of assets and leasehold property of Ikara G-PAT Pharmacy by Goodlife Pharmacy Limited.
	Oryx Limited and Elewana Afrika Limited.	Tourism and Hospitality	The transaction involved the acquisition of certain assets of Oryx Limited by Elewana Afrika Limited.
	Premier Hospital Limited and Zoscales Fund 1 LP.	Healthcare	The transaction involved the acquisition of 59% of the issued shares of Premier Hospital Limited by Zoscales Fund 1 LP.
	Sasa Africa Limited and Novastar Ventures East Africa Fund LLP.	Manufacturing (jewellery)	The transaction involved the acquisition 11% of the total issued share capital and additional certain consent rights over the decisions of Sasa Africa Limited which resulted in the acquisition of indirect de facto control in Sasa Africa Limited.

No.	Title	Sectors	Nature of the transaction
	Basigo Kenya Limited and Novastar Ventures Africa Fund II LP.	Transport and logistics (provision of electric mobility solutions for buses and provision of safe battery technology and charging depots)	The transaction involved the acquisition of minority shareholding being 15.85% of the issued share capital with certain consent rights of Basigo Inc., Basigo Kenya Limited's parent company, by Novastar Africa Fund II LP leading to a change in control of Basigo Kenya Limited.
	Jos Hansen & Soehne Gmbh and Jos. Adrian Gmbh.	Engineering and Construction (provision of construction and supply of engineering, technology and infrastructure solutions)	The transaction involved the sale and purchase of shares comprising 91.1% of the issued shares owned by Jos Hansen & Soehne Gmbh in Jos Hansen & Soehne (East Africa) Limited by Jos. Adrian GMBH.
	Chezer Investments Limited and Mukesh Kumar Naran and Darshna Mukeshkumar Hirani.	Tourism and hospitality	The transaction involved the acquisition of a 100% stake in the shareholding of Chezer Investments Limited by Mukesh Kumar Naran and Darshna Mukeshkumar Hirani.
	Valley Hospital Limited and Ascent Capital Holdings Africa II Limited.	Healthcare	The transaction involved the acquisition of 70% of the entire issued share capital of Valley Hospital Limited by Ascent Capital Holdings Africa II Limited.
	Britania Foods Limited and Kenafric Biscuit Limited.	Manufacturing (Biscuits)	The transaction involved the acquisition of the business and assets of Britania Foods Limited by Kenafric Biscuit Limited, which is jointly controlled by Ramrro Holdings Limited and Britania and Associates (Dubai) Pvt. Company Limited.
	Full Circle Equities Limited and Woodside Properties Limited.	Real Estate	This transaction involved the acquisition of the entire issued share capital (100%) of Woodside Properties Limited and Nook Properties Limited by Full Circle Equities Limited from Elgon Development Limited.
	Nature Bidco Limited and ERM Worldwide Group Limited.	Environmental Resource Management	The transaction involved the acquisition of sole control of ERM Worldwide Group Limited by KKR & Co. Inc. (together with its controlled affiliates, KKR), through Nature Bidco Limited.

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As part of its annual Corporate Social Responsibility (CSR) initiatives, the Authority in June 2022 visited Tumaini Boys Secondary School (Garissa County) and Kamuwongo Primary School (Kitui County) and supported each institution with 400 KICD-approved textbooks.

I.3 Advisory Opinions

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
	Taru Capital Limited and Poa Internet Kenya Limited.	Telecommunication (internet services)	The parties sought an advisory as to whether the proposed acquisition of 30% stake by Taru Capital Limited in Poa Internet Kenya Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction was a merger that required authorization by the Authority prior to implementation given that post-transaction, Taru Capital Limited would establish control over the strategic business decisions of Poa Internet Kenya Limited.
	WIOCC Holding Company Limited and Adaba Limited.	Consultancy (Business management support Services)	The parties sought an advisory as to whether the proposed acquisition of up to 35% of the issued shares in WIOCC Holding Company Limited by Adaba Limited Private Equity constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction was a merger that required authorization by the Authority prior to implementation given that post-transaction, Adaba Limited Private Equity would have control over the strategic business decisions of WIOCC Holding Company Limited.
	Quick Mart Limited and Tusker Mattresses Limited (Tuskys).	Retail (supermarket)	The parties sought an advisory as to whether the proposed leasing of stores previously held by Tusker Mattresses Lmited situated in L.R. No. Kisii Municipality/Block11/24, Kisii County and Westlands Square, Ring Road Westlands, Nairobi County to Quick Mart Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that the premises being leased by Quick Mart Limited were not at the time of the transaction being operated by Tusker Mattresses Limited.
	PlayCo Technology Limited.	Gaming	The parties sought an advisory as to whether the proposed exchange of shares among the current shareholders of PlayCo Technology Limited constituted a merger notifiable to the Authority.	Parties were advised that while the proposed transaction constituted a merger pursuant to Sections 2 and 41 of the Act, it did not require authorization by the Authority prior to implementation given that Parties' combined asset/turnover figures were below the thresholds for notification as provided in the Competition (General) Rules, 2019.

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No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
	Goodlife Pharmacy Limited and Budget Pharmaceutical Limited.	Pharmaceuticals Retail	The parties sought an advisory as to whether the proposed leasing of the pharmacy space at Narok township/166, Oltalet Mall in Narok town, previously occupied by Budget Pharmaceutical Limited to Goodlife Pharmacy Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that Goodlife Pharmacy Limited did not acquire any assets or business of Budget Pharmaceutical Limited and hence there was no change in control.
	Bigot Flowers Kenya PLC and Bigot Roses Kenya SAS.	Agriculture/floriculture	The parties sought an advisory as to whether the proposed restructuring of Bigot Flowers Kenya PLC through the transfer of 100% shares held by Bigot Fleurs SAS to Bigot Roses Kenya SAS constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that the entities were wholly owned by the same beneficial owners hence there would be no change in control.
	Apollo Agriculture Limited and Anthemis Exponential Holdings Limited.	Agriculture	The parties sought an advisory as to whether the proposed acquisition of series A preferred stock amounting to 42.5% of the total issued share capital of Apollo Agriculture Inc., Apollo Agriculture Limited's parent company, accompanied by certain veto rights constituted a merger notifiable to the Authority.	Parties were advised that while the proposed transaction constituted a merger pursuant to Sections 2 and 41 of the Act, it did not require authorization by the Authority prior to implementation given that Parties' combined asset/turnover figures were below the thresholds for notification as provided in the Competition (General) Rules, 2019.
	Goodlife Pharmacy Limited and Bethsaida Chemist Co. Limited.	Pharmaceuticals Retail	The parties sought an advisory as to whether the proposed leasing of the pharmacy space situated at land reference number 209/383/6 Hurlingham Plaza, previously occupied by Bethsaida Chemist Co. Limited to Goodlife Pharmacy Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that Goodlife Pharmacy Limited did not acquire any assets or business of Bethsaida Chemist Co. Ltd and hence there was no change in control.

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
	Quick Mart Limited and Tusker Mattresses Limited (Tuskys).	Retail (supermarket)	The parties sought an advisory as to whether the proposed leasing of stores previously held by Tusker Mattresses Limited situated in Milele Mall, Ngong within Kajiado County to Quick Mart Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that the premises being leased by Quick Mart Limited were not at the time of the transaction being operated by Tusker Mattresses Limited.
	Reliable Freight Services Limited, Rajan Ramnarayan, Amyn Shamsy, Vipul Kumar Hansraj Limbani, Adnan Jasani, and Kaushik Somanathan.	Transportation and Logistics (clearing and forwarding)	The parties sought an advisory as to whether the proposed acquisition of shares in Reliable Freight Services Limited (the Target) constituting eighty percent (80%) of the authorized shares by Rajan Ramnarayan (17.5%), Amyn Shamsy (17.5%), Vipul Kumar Hansraj Limbani (17.5%), Adnan Jasani (17.5%), and Kaushik Somanathan (10%) constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that post-transaction, there would be no change in control of Reliable Freight Services Limited.
	Eastern Chemical Limited and Shreeji Enterprises (K) Limited.	Manufacturing	The parties sought an advisory as to whether the proposed acquisition of 100% of the issued shares in Eastern Chemical Limited by Shreeji Enterprises (K) Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction constituted a merger pursuant to Sections 2 and 41 of the Act that required authorization by the Authority prior to implementation given that post-transaction, Shreeji Enterprises (K) Limited would solely control Eastern Chemical Limited. Additionally, the parties combined value of assets which is higher than the turnover is above Ksh. 1 Billion and the target assets value is above Ksh. 500 Million.

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No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
	M-KOPA Holding Limited, CDC Scots LP, GIM CSF II (Cayman) Limited, LGT Venture Philanthropy Foundation, and LR Africa Holdings Limited.	Finance and Insurance	The parties sought an advisory as to whether the proposed conversion into equity of certain convertible loan notes (debt) issued by M-KOPA Holding Limited to CDC Scots LP, GIM CSF II (Cayman) Limited, LGT Venture Philanthropy Foundation, and LR Africa Holdings Limited, and the amendment and recapitalization of the share capital of M-KOPA Holding Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction constituted a merger pursuant to Sections 2 and 41 of the Act that required authorization by the Authority prior to implementation given that post-transaction, three shareholders, GIM CSF II (Cayman) Limited, CDC Scots LP acting by its general partner CDC Scots GP Limited, and LGT Venture Philanthropy Foundation would acquire control over M-KOPA Holding Limited.
	SOS Children's Villages Kenya to DMI Education Services Limited.	Education	The parties sought an advisory as to whether the proposed leasing and/or transfer of SOS CV KE'S Schools in Nairobi and Eldoret, to DMI Education Services Limited constituted a merger notifiable to the Authority.	Parties were advised that while the proposed transaction constituted a merger pursuant to Sections 2 and 41 of the Act, it did not require authorization by the Authority prior to implementation given that Parties' combined asset/turnover figures were below the thresholds for notification as provided in the Competition (General) Rules, 2019.

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
	Kentegra Biotechnologies Holding LLC, Kentegra Biotechnologies (EPZ) Limited, Kentegra Pyrethrum Company Limited, Seaf Covid-19 Gender Lens Emergency Loan Finance LLC, and Seaf Covid-19 Global Emergency Subordinate Loan Facility LLC.	Agriculture	The parties sought an advisory as to whether the proposed debt financing extended to Kentegra Biotechnologies Holding LLC, Kentegra Biotechnologies (EPZ) Limited, and Kentegra Pyrethrum Company Limited by Seaf Covid-19 Gender Lens Emergency Loan Finance LLC, and Seaf Covid-19 Global Emergency Subordinate Loan Facility LLC constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that there would be no change in control in Kentegra Biotechnologies Holding LLC, Kentegra Biotechnologies (EPZ) Limited, and Kentegra Pyrethrum Company Limited as a result of the proposed transaction.
	Mawingu Networks Limited, Nederlandse Finanaciers-Maatshappij Voor Ontwikklingslanden (FMO) and FPIC Energy Access Ventures Fund (EAV).	Telecommunications	The parties sought an advisory as to whether the proposed recapitalization of the existing convertible loan note allowing for early conversion by Nederlandse Financiers-Maatshappij Voor Ontwikklingslanden (FMO) and FPCI Energy Access Ventures Fund (EAV) (the acquirers), as well as bridging the amended convertible loan to be made available by the acquirers to Mawingu Networks Limited on similar terms to the original convertible loan constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that there would be no change in control in Mawingu Networks Limited as a result of the proposed transaction.

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No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
	Morijoi Limited, Hans Philip Von Rosen, and Martina Helena Petersdotter Westermark.	Real Estate	The parties sought an advisory as to whether the proposed acquisition of 100% of Morijoi Limited's shares by Hans Philip Von Rosen and Martina Helena Petersdotter Westermark constituted a merger notifiable to the Authority.	Parties were advised that while the proposed transaction constituted a merger pursuant to Sections 2 and 41 of the Act, it did not require authorization by the Authority prior to implementation given that Parties' combined asset/turnover figures were below the thresholds for notification as provided in the Competition (General) Rules, 2019.
	Securex Agencies (K) Limited and Balvinder Kishori Lal Sahni.	Security	The parties sought an advisory as to whether the proposed acquisition of shares by Balvinder Kishori Lal Sahni (acquirer) in Securex Agencies (K) Limited (target), by way of Deed of Gift, constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction constituted a merger pursuant to Sections 2 and 41 of the Act that required authorization by the Authority prior to implementation given that post-transaction, the acquirer would establish control over the Target.
	Quick Mart Limited and Tusker Mattresses Limited (Tuskys).	Retail (supermarket)	The parties sought an advisory as to whether the proposed leasing of stores previously held by Tusker Mattresses Limited situated in T-Mall, Lang'ata Road, within Nairobi Country to Quick Mart Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that the premises being leased by Quick Mart Limited were not at the time of the transaction being operated by Tusker Mattresses Limited.
	Hyatt Hotels International Limited, Kenya Hotels Limited, Sovereign Suites Limited, and Muthu Africa Holdings Limited.	Tourism and Hospitality	The parties sought an advisory as to whether the proposed management of Nyali Sun Africa Beach Hotel and Spa, Keekorok Lodge, Lake Naivasha Country Club, and Sovereign Suites Hotel, Limuru by Muthu Africa Holdings Limited for an agreed-upon fee as the parties undergo negotiations for the terms of the Spa constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that there would be no change in control of Nyali Sun Africa Beach Hotel and Spa, Keekorok Lodge, Lake Naivasha Country Club, and Sovereign Suites Hotel, Limuru as a result of the proposed transaction.

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
	Fortem Holdings Limited and CDC Group PLC.	Agribusiness (provision of agricultural supply chain solutions)	The parties sought an advisory as to whether the proposed investment in Fortem Holdings Limited by CDC Group PLC constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that there would be no change of control in Fortem Holdings Limited as a result of the proposed transaction.
	Britania Foods Limited and Kenafric Biscuit Limited.	Manufacturing (Biscuits)	The parties sought an advisory as to whether the proposed acquisition of the business and assets of Britania Foods Limited (under Administration) by unrelated acquirers: Kenafric Properties Limited (KPL), Britannia and Associates (Dubai) Pvt. Co ("BADCO"), and Kenafric Biscuits Limited (KBL) constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction constituted a merger pursuant to Sections 2 and 41 of the Act that required authorization by the Authority prior to implementation given that it entailed the acquisition of assets representing substantial business operations of Britania Foods Limited (under Administration) thus occasioning a change in control.
	Mayfair CIB Bank Limited and Commercial International Bank (Egypt) (CIB).	Finance and Insurance	The parties sought an advisory as to whether the proposed acquisition by the majority shareholder, Commercial International Bank (Egypt) (CIB), of all the minority shares in Mayfair CIB Bank Limited (MCIB) constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that CIB already exercised control over MCIB as they owned 51% of the shareholding, and are entitled to appoint a majority of the Board Members. Therefore, post-transaction there would be no change in control.

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No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
	Tononoka Steels Limited, Eastern and Southern African Trade and Development Bank, Bhavin Navinkumar Savla, Rishi Navinkumar Savla, Niral Kirtikumar Savla, and Sarth Kirtikumar Savlasale.	Manufacturing	The parties sought an advisory as to whether the proposed sale by the Eastern and Southern African Trade and Development Bank of its entire (5%) shareholding in Tononoka Steels Limited to; Bhavin Navinkumar Savla, Rishi Navinkumar Savla, Niral Kirtikumar Savla, and Sarth Kirtikumar Savlasale constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that post-transaction, there would be no change in control of Tononoka Steels Limited.
	Goodlife Pharmacy Limited and Axita Pharmacy Limited.	Pharmaceuticals Retail	The parties sought an advisory as to whether the proposed leasing of the pharmacy space at No. 4 situated on the ground floor of Hotel Wambuku Annex erected on land reference number 114/4/XXIV along Moi South Road Naivasha, previously occupied by Axita Pharmacy Limited to Goodlife Pharmacy Limited constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger premised on the fact that Goodlife Pharmacy Limited did not acquire any assets or business of Axita Pharmacy Limited and hence there was no change in control.
	TPS Eastern Africa PLC and Aga Khan Fund for Economic Development S.A.	Tourism and Hospitality	The parties sought an advisory as to whether the proposed conversion of the debt owed by TPS Eastern Africa PLC (TPSEA) to Aga Khan Fund for Economic Development S.A. (Aga Khan Fund) to approximate 19.32% shareholding, thereby conferring Aga Khan Fund 64.4% direct shareholding and 72.2% indirect shareholding constituted a merger notifiable to the Authority.	Parties were advised that the proposed transaction did not constitute a merger given that Aga Khan Fund already controlled TPSEA and as such, there would be no change in control post-transaction.



The Authority in December 2021 engaged stakeholders through a Twitter Spaces event as part of ongoing efforts to expand our awareness creation and publicity channels, including embracing new mediums that are cost-effective and facilitate feedback.

I.4 Non – Mergers

No.	Title	Sector(s)	Nature of the transaction	Authority's Decision
	Sitima Packaging Limited and Sitima Flexico Art Limited.	Manufacturing	The transaction involved the purchase of assets and inventories from Sitima Flexico Art Limited by Sitima Packaging Limited, (formerly Sitima Printers and Stationers Limited).	The transaction was not subject to the provisions of Part IV of the Act.
	Taboiyat Media Services Limited and Baraza Limited.	Media and Broadcasting	The transaction involved the acquisition of all the shares of Taboiyat Media Services Limited and Baraza Limited.	The transaction was not subject to the provisions of Part IV of the Act.
	Rosslyn Rose Hotel Limited and MAREF Kenya Company Limited.	Tourism and Hospitality	The transaction involved the acquisition of 100% of the issued share capital of Rosslyn Rose Hotel Limited by MAREF Kenya Company Limited.	The transaction was not subject to the provisions of Part IV of the Act.
	Delta Cement Limited and Nairobi Business Ventures PLC.	Manufacturing	The transaction involved the acquisition of 100% of the issued share capital of Delta Cement Limited by Nairobi Business Ventures PLC.	The transaction was not subject to the provisions of Part IV of the Act.
	Air Direct Connect Limited and Nairobi Business Ventures PLC.	Aviation	The transaction involved the acquisition of 100% of the issued share capital of Air Direct Connect Limited by Nairobi Business Ventures PLC.	The transaction was not subject to the provisions of Part IV of the Act.
	Aviation Management Solutions Limited and Nairobi Business Ventures PLC.	Aviation	The transaction involved the acquisition of 100% of the issued share capital of Aviation Management Solutions Limited by Nairobi Business Ventures PLC.	The transaction was not subject to the provisions of Part IV of the Act.
	Daraja Microfinance Bank Limited and Umba Technology Limited.	Finance and Insurance	The transaction involved the acquisition of 100% of the issued share capital of Daraja Microfinance Bank Limited by Umba Technology Limited.	The transaction was not subject to the provisions of Part IV of the Act.
	Platinum Packaging Limited and Ramco Plexus Limited.	Manufacturing	The transaction involved the acquisition of sole control of Platinum Packaging Limited by Ramco Plexus Limited.	The transaction was not subject to the provisions of Part IV of the Act.

No.	Title	Sector(s)	Nature of the transaction	Authority's Decision
	Rex Plastics Limited and Jojo Plastics Limited.	Manufacturing	The transaction involved the acquisition of certain assets of Rex Plastics Limited by Jojo Plastics Limited.	The transaction was not subject to the provisions of Part IV of the Act.
	General Printers Limited and General Printers 2021 Limited.	Printing	The transaction involved the sale of all the plant & machinery, equipment, the stock in the factory premises, and motor vehicles of General Printers Limited by General Printers 2021 Limited.	The transaction was not subject to the provisions of Part IV of the Act.
	Acorn Project Two (ATP2) Limited Liability Partnership and Acorn Student Housing D-Reit (acting through its Trustee, The Co-Operative Bank of Kenya Limited)	Real Estate	The transaction involved the acquisition of Acorn Project Two (ATP2) Limited Liability Partnership by the Acorn Student Housing D-Reit (acting through its Trustee, The Co-Operative Bank of Kenya Limited).	The transaction was not subject to the provisions of Part IV of the Act.
	Acacia Vale Properties LLP and Spring Green Properties LLP and the Acorn Student Housing I- REIT.	Real Estate	The transaction involved the acquisition of 100% partnership interest in Acacia Vale Properties LLP and Spring Green Properties LLP by the Acorn Student Housing I- REIT.	The transaction was not subject to the provisions of Part IV of the Act.
	Greenspoon Limited and Greenspoon Holding B.V.	Retail	The transaction involved 100% of the issued shares in Greenspoon Limited and Greenspoon Holding B.V.	The transaction was not subject to the provisions of Part IV of the Act.
	Kothari & Company and Moore LVB LLP.	Accounting	The transaction involved the acquisition of control of the entire business of Kothari & Company by Moore LVB LLP.	The transaction was not subject to the provisions of Part IV of the Act.

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2. Consumer Protection Cases

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Fridah Wekhomba Vs Metropolitan Sacco	Financial	The complainant alleged that Metropolitan Sacco continued to deduct loan installments from her pay slip after she had cleared repaying the loan that she had taken from the Sacco.	56 (1) (2) (a) (d)	The complainant confirmed that the deductions of Ksh. 65,000 were refunded after the Authority intervened. The case was closed.
	Evan Maabi Vs Jamii Telecom	Telecommunications	The complainant alleged that he purchased data bundles from Jamii Telecom which got depleted without him using it. He further alleged that he raised the issue with the accused who promised to look into it but h failed to give a redress the complaint.	56(1)(2)(a)(c)(d)&(e)	The Authority found no evidence of contravention of Section 55 and 56 of the Act. This was communicated to the complainant on 18th November 2021. The case was closed.
	Tracy Akinyi Vs Safaricom Investment Cooperative (SIC)	Financial services	The complainant invested Ksh. 112,365 for a piece of land offered by SIC. SIC failed to meet its obligations under the sale agreement prompting the complainant to demand for a refund.	55 and 56 (1)	The Authority sent a Notice of Investigation to SIC. The complainant confirmed receipt of refund on 7th March 2022. The case was closed.
	Flavian Mulamba Vs SIC	Financial services	The complainant invested Ksh. 99,000 for a piece of land offered by SIC. SIC failed to meet its obligations under the sale agreement prompting the complainant to demand for a refund.	55 and 56 (1)	The Authority sent a Notice of Investigation to SIC. The complainant confirmed receipt of the refund on 21st December 2021 and the case was closed.
	Chris Kinuthia Vs Cooperative Bank	Financial services	The complainant alleged that his account was erroneously debited with Ksh. 40,000 which he did not withdraw. .	56(1) (2)	The complainant confirmed to the Authority that on 14th January 2022 his account was credited with the Ksh. 40,000 that had been erroneously debited from his account. Case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Salome Odanga Vs Safaricom Investment Cooperative	Financial services	The complainant invested Ksh. 99,000 for a piece of land offered by SIC. SIC failed to meet its obligations under the sale agreement prompting the complainant to demand for a refund.	55 and 56 (1) (2)	The Authority sent a Notice of Investigation to SIC. SIC resolved the complaint and this was confirmed by the complainant on 21st December 2021 and the case was closed.
	Cyrus Maina Vs Skyhost Limited	Telecommunications	The complainant alleged that Skyhost was billing him services that he had transferred to a different service provider.	Section 56 (1) (2) (a) (b) (c) (d)	Investigations revealed that the complainant breached the Terms and Conditions in the Agreement entered between him and the accused. The case was closed after the complainant failed to provide additional information requested by the Authority.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK Vs Mini Bakeries (Supa Loaf)	Manufacturing	Investigations carried out by the Authority revealed that Mini Bakeries did not comply with Product Information Standards on bread labelling.	Section 55 (a) (i), 59 and 60 (1)	Mini Bakeries agreed to comply with the standards on labelling of bread over a three-year period and they were required to keep the Authority posted on the progress of the implementation of date and month of manufacture by end of 30th May each year, commencing on 30th May, 2021 until 30th May, 2023. The case was forwarded to Enforcement and Compliance Department for monitoring.
	David Reiner vs Kenya Airways	Transport	The complainant alleged that Kenya Airways refused to refund him money he had paid for a flight that he cancelled in agreement with Kenya Airways.	Section 55 (b) (v) and Section 56(1) (2) (a)	The complainant confirmed that he has received full refund from KQ. The case was closed.
	CAK Vs Akiyda 2000 Ltd	Manufacturing	Investigations Carried out by the Authority revealed that Akiyda 2000 did not comply with Product Information Standards on bread labelling.	Section 55 (a) (i) 60 (1) and 59 (a), 2(a)	Akiyda agreed to comply with relevant standards and has provided a roadmap to implement revised bread labels. Case was forwarded to Enforcement and Compliance Department for monitoring.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Christabel Savali Vs Imarisha Mabati Ltd.	Manufacturing	The complainant alleged that the accused failed to deliver her order of roofing tiles within the promised timelines and when the products were delivered, they were of poor quality and did not meet her specifications. She was forced to return the roofing tiles.	55(a) and 56(1) & (2)	The complainant withdrew her complaint. The case was closed.
	Eunice Selim Vs Postal Corporation of Kenya City Square Branch Office	Services-	The complainant accused the postal corporation of Kenya inordinate delay in delivering a parcel to the USA.	Section 56 (1)	Postal Corporation of Kenya resolved the complaint. The Authority closed the matter on August 2021 and issued an advisory to Postal corporation of Kenya to ensure expedient service delivery in future.
	Wilson Shakwila Vs Imani Farewell	Financial Services	The complainant alleged that Imani Farewell has not refunded his savings of KES 6,000.00 after he withdrew from the Sacco.	56(1)	The complainant failed to provide additional information despite receiving several reminders. The case was closed.
	John Mukhwana vs Jubilee Electronics	Wholesale and retail	The complainant alleged that he bought faulty solar items and the accused refused to replace the items.	Section 55(a) (i), (b)(v), 56(1)(2)(a)(d)(e)	It was established that the matter bordered on fraud. The complainant on 11th February, 2022 was advised to seek redress through DCI. The case was closed.
	CAK Vs Royal Swiss Bakery Ltd	Manufacturing	The Authority initiated investigations against bread manufacturers. The aim of investigations was to confirm compliance with Product Information Standards on bread labelling.	Section 55 (a) (i))60 (1) and 59(1)(a) & 2(a)	The case was closed after Royal Swiss confirmed that they rolled out usage of revised bread labels.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Ernest Imamia Vs Royal Mabati Factory Ltd	Manufacturing	Mr. Imamia alleged that he bought roofing brick tiles from Royal Mabati which changed colour / faded a short period after installation.	55(a), 56(1) and 64(1)	The complainant confirmed that the accused repainted the roof to his satisfaction on 12th October 2021. He was requested to monitor the quality of the works done for a period of 3 months before the case was closed in January 2022.
	Mosoti Advocates vs Jumia	Wholesale and retail	Their client purchased a TV set from Jumia which did not have the advertised functionalities.	55(a)	The complainant confirmed receipt of refund on 21st February, 2022. The matter was closed in February, 2022.
	CAK Vs Kanz Ventures Ltd	Manufacturing	The Authority initiated investigations against bread manufacturers. The aim of the investigations was to confirm compliance with Product Information Standards on bread labelling.	Section 55 (a) (i) 60 (1) and 59 (1) (a), 2(a)	Kanz Ventures responded to the Authority's Notice of Investigation on 13th August, 2021 indicating that the labelling of their bread is in compliance. The casewas closed.
	Emma Nanjala Vs Jambo Shoppe	E-commerce	The complainant alleged that Jambo Shoppe delivered defective head phones that she purchased from them at KES 1,399, and refused to replace or give a refund	5 5 (a) (i) , 56(1) & 64	The complainant on 28th December, 2021 confirmed receiving a replacement from the accused.
	Milton Kitonga Vs Max Investment	Retail	The complainant alleged that Max Investment agreed to replace a motor vehicle he purchased from the company with a specific model, Toyota Vitz, if he made an additional payment of Ksh. 50,000. The seller handed him a different model from what was agreed on.	Section 55 (a) (i) and 56 (1) (2) (a) & (d)	The complaint related to fraud and the complainant was advised to seek redress through DCI on 21st January 2022. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Margaret Kega Vs Absa Bank	Financial	The complainant alleged that the accused made a double loan deduction from a SACCO loan cheque she deposited with them after her employer delayed in remitting her pay.	Section 56(1)(2)(a)(b)(c)&(d)	The case was closed after the complainant confirmed that the accused resolved the matter.
	Michael Otieno vs United Millers Kisumu	Wholesale and retail	The complainant alleged that the accused sold him a stale bread yet the dates showed the bread was still fresh.	Section 55(a)(i), 56(1)(2)(a), 59	The complainant was non-cooperative in providing additional information to aid the investigations. The case was closed.
	Jedah Nyaboe vs Guardian Coach	Transport	The complainant alleged that a dress sent to her through the accused was not delivered to her.	Section 55(a)(ii) and 56(1)(2)(a)	The accused refunded the complainant Ksh. 6,000 which was the value of the missing dress. The case was closed.
	Edward Nyaboga Vs Andrew Makori	Wholesale and retail	The complainant alleged that he paid the accused a total of Ksh. 122,560 for supply of timber. However, the accused only supplied timber worth Ksh. 58,025 and has refused to supply the remainder or refund the difference.	Section 55(a)(ii) and 56(1)(2)(a)(e)	The complainant informed the Authority he was not willing to pursue the matter. The case was closed.
	Joseph Ouma Vs Tegat Tea Factory	Wholesale and retail	The complainant bought an expired tea product from Tegat Tea Factory. The accused refused to receive the product upon return.	Section 55(a)(i), 56(1)(2)(a)(d)(e), 59(1)(a) and 64	The case was closed due to lack of sufficient evidence.
	CAK vs Blue Ring Products Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Bluering Products regarding their cosmetics products.	Section 55 & 60 (1)	The case was closed since Blue Ring immediately withdrew the use of the old labels upon receipt of Notice of Investigation by the Authority.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK Vs Mentholatum Kenya Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Mentholatum Kenya Ltd regarding their cosmetics products.	Section 55 & 60 (1)	The case was closed since Rohto Mentholatum (Kenya) Ltd fully substantiated on their claims.
	Jane Kagendo Vs X-Tigi Mobile Kenya	Services-Automotive repairs and service	The complainant alleged that she took her tablet for repair at X-Tigi repair services, Upon examination she was advised that the device required a new battery and repair of the charging system. She was invoiced Ksh. 2,000 for the service. When she went to collect it, she realized the tablet could not recognise her SIM card, and it was not charging. Also, the touch screen was unresponsive and She raised the issue and was told to pay an additional Ksh.1,500 for repair of faults	Section 55 (a) (i), Section 56 (1) and (2) Section 56 (2) (a) (d) and (e), 63 (1) (d). 55(a), 56(1) (2) (a) (c) (d)&(e)	Ongoing
	Revodesign Studios Vs Eden Blue Ltd	Wholesale and retail	The complainants allegedly made an order for purchase of 25 boxes of floor and Marble tiles from Eden Blue Limited at KES. 54,350. However, 3 of the delivered boxes had material that was not what they had ordered and paid for. Their efforts to have these tiles replaced by the company have been futile.	Section 56 (2) (a) (d) and (e), 63 (1) (d).	The case was closed after the complainant confirmed that the accused resolved the matter by replacing the three boxes of tiles with tiles of the right color.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Steven Kamau Vs Pettans Driving School	Services	The complainant alleged that Pettans failed to issue him with a provisional driving license as promised upon completion of his driving lessons.	55(a) &56(1)(2)(a)(c)(d) & (e)	The complainant confirmed that the accused issued him with the provisional driving license shortly after the Authority's intervention. However, the accused has continually failed to respond to lawful orders given in terms of the Act. A warning letter was sent to the accused on 30th July 2021 and the case was closed.
	CAK vs Sansora Confectionary	Manufacturing	The Authority initiated investigations against bread manufacturers. The aim of investigations was to confirm compliance with Product Information Standards on bread labelling.	Section 55 (a) (i), 60 (1) and 59(a), 2(a)	Sansora responded to the Authority notice of proposed decision on 17th June, 2021 where they indicated that they had procured a labelling machine and provided timelines for compliance. The case was closed and forwarded to E&C for compliance check.
	CAK Vs Shivling Supermarkets	Manufacturing	The Authority initiated investigations against bread manufacturers. The aim of investigations was to confirm compliance with Product Information Standards on bread labelling.	Section 55(a) (i), 60 (1) and 59(a), 2(a)	The address of the accused could not be traced which led to the case being closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	N Karmali Vs Lorenzo Drycleaners	Business Services	N Karmali alleged that his clothes were irreparably damaged after using Lorenzo Dry Cleaners services. He has raised the complaint with the cleaners but it was not resolved.	55(a)(ii) & (v), and 5 6 (1) (2) (a)&(d)	The complainant failed to provide additional information despite several reminders. A warning letter was sent to Lorenzo on 17th September, 2021 and the case was closed.
	Carolyne Njoroge T/A Phency Insurance Brokers Vs Kenya Alliance Insurance	Financial	The complainant alleged that she was having a challenge with Kenyan Alliance Insurance who failed to settle a claim relating to one of the complainant's clients after accepting to pay the claim but the payment has remained pending for a long period.	56(1)(2)	An advisory letter was sent to the complainant on 12th August, 2021 since the complaint falls outside the jurisdiction of the Competition Act. The case was closed in October 2021..
	Wangari Njoroge vs Saj Ceramics	Wholesale and retail	That on 21st October she purchased interior fittings and fixtures from Saj Ceramics at a total cost of Ksh. 26,163. She wanted to return some of the products and get a refund or credit to purchase other goods, but Saj Ceramics refused since Saj Ceramics policy is" goods once sold are not returnable", this is printed on their invoice.	Section 56(1) 2(a) (c) (e)	The case was closed in November 2021 after the accused resolved the matter and revised their Terms and Conditions as directed by the Authority.
	Charles Kahindi Vs Mogo Finance Group	Financial	The complainant alleged that the accused repossessed his vehicle which had been used as security in a loan he took with the accused. The vehicle was repossessed despite the complainant paying the loan instalments as agreed with the accused.	56 (1) (2) (a) & (d)	The Authority found no sufficient evidence of contravention of Section 56 of the Act. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Denis Onyiego Vs Tadaola Credits Limited	Financial	It was alleged by the complainant that the accused promised him a loan amount of Ksh. 50,000 if he deposited an amount of Ksh. 12,000. The accused allegedly has failed to refund him the deposits after failing to grant the promised loan.	Section 55(a) (v), Section 56(1)(2)(a) & (d)	Despite several reminders by the Authority, the complainant failed to provide additional information. The case was closed in January 2022.
	CAK vs Eldomatt	Manufacturing	The Authority initiated investigations against bread manufacturers. The aim of investigations was to confirm compliance with Product Information Standards on bread labelling.	Section 55 (a) (i) 60 (1) and 59(a), 2(a)	The case was closed in August 2021 after Eldomatt revised the labelling of their product. Case was forwarded to Enforcement and Compliance Department for compliance check.
	CAK Vs Kisima Farm	Manufacturing	Samples of Kisima's Kisima Brown Chapati Flour were reviewed and it was found that a quantitative labelling of ingredients is not provided as required by KS EAS 38:2014 Labelling of prepackaged foods standard.	Section 55(a) and 60(1)	Kisima revised the labels of their maize flour which were approved by the Authority. The case was closed.
	CAK Vs Hasco Group	Manufacturing	The Authority has initiated investigations into labelling practices of companies manufacturing noodles and sauces.	Section 60 (1)	The case was closed and forwarded to Enforcement and Compliance Department for compliance check after HASCO revised the labelling of their product.
	CAK vs United Millers	Manufacturing	The Authority initiated investigations against bread manufacturers. The aim of investigations was to confirm compliance with Product Information Standards on bread labelling.	Section 55 (a) (i) 60 (1) and 59(a), 2(a)	The case was closed and forwarded to Enforcement and Compliance Department for compliance check, after the manufacturer revised the labelling of their product.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK vs Tumaini Supermarket	Manufacturing	The Authority initiated investigations against bread manufacturers. The aim of investigations was to confirm compliance with Product Information Standards on bread labelling.	Section 55 (a) (i) 60 (1) and 59(a), 2(a)	The case was closed and forwarded to Enforcement and Compliance Department after Tumaini indicated on 5th May, 2021 that they have complied with labelling requirements of their Tumaini bread.
	CAK and Broadways	Manufacturing	The Authority initiated investigations against bread manufacturers. The aim of investigations was to confirm compliance with Product Information Standards on bread labelling.	Section 55 (a) (i) 60 (1) and 59(a), 2(a)	Broadway confirmed compliance. The case was closed and forwarded to Enforcement and Compliance Department for compliance check.
	Micah Kipkoech Vs Wells Fargo	Transport	Micah Kipkoech alleged that he sent a parcel using Wells Fargo but the parcel was not delivered to the intended recipint in Eldoret after the items were stolen in transit. The accused refused to compensate him for the losses.	Section 56 (1) (2) (a) (c) (d)	Case was closed on 2nd August 2021 after the Authority did not find sufficient evidence to prove a violation of Section 56 of the Act by the accused. The complainant was informed of the findings.
	Evaline Osumba Vs Momentum Credit	Financial	The Authority received a complaint from Evaline Osumba alleging that Momentum Credit were charging interest higher than what was agreed in the Loan Agreement.	Section 56(2) (a)(c)(d)	The investigations were concluded as there was no evidence to prove that the accused violated the Act.
	David Ochieng vs Zuri Electronics	Wholesale & Retail	The complainant purchased a TV set from the accused and within the warranty period, the TV developed issues but the seller refused to replace, refund or repair the TV.	Section 55 (a) (i),56 (1) (2) (a) (d) (e)	Despite several reminders by the Authority, the complainant failed to provide necessary evidence to facilitate the investigation. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK vs KSL	Retail	The Authority in its suo moto investigations purchased the KSL baby sweets for interrogation against the provision of the Act. The product was found to be compliant.	Section 60(1)	The product was found to be compliant following investigations by the Authority. The case was closed.
	Santiago Villamizar vs Jambo Jet	Transport	She cancelled her flight due to COVID-19 but the refund delayed despite numerous reminders.	Section 56 (1) (2) (a) (d	The complainant was refunded is money after intervention by the Authority. The case was closed.
	Lilian Gichuhi vs Nakuru Woolshop	Retail sector	The complainant purchased her child's school uniform after the accused assured her that it was the right uniform only to turn out it wasn't. On return, the accused refused to replace the uniform or refund the money.	Section 55 (a) (i) and 56 (1) (2) (a) (d) (e)	The complainant relocated and indicated that it was impossible for her to visit the shop for refund or exchange. The case was closed.
	Elvis Korir vs Royal Mabati Limited	Manufacturing	He ordered and paid for roofing materials and was not delivered within a week as promised.	Section 55 (a) (i) 56 (1) (2) (a) (d) (e)	The roofing materials were delivered after intervention by the Authority. The case was closed.
	Nalin Kothari vs KPLC	Energy	The complainant claimed that KPLC disconnected his power and required him to pay huge reconnection fees yet the delay to pay was occasioned by KPLC.	56 (1)	The matter was found not to fall within the mandate of the Authority and forwarded to EPRA. The case was closed.
	Mulanya and Maondo vs KPLC	Energy	The complainant claimed KPLC disconnected power at their premises without notice that led to huge losses amounting to Ksh. 5M.	56 (1)	The matter was found not to fall within the mandate of the Authority and forwarded to EPRA. The case was closed.
	Ahmed vs Zuku	Telecommunication	The complainant claimed that Zuku had been offering less Mbs than what he actually paid for.	55 (a) (ii) 56 (1) (2) (a) (d) (e)	Despite several requests by the Authority, the complainant failed to provide necessary evidence to facilitate the investigation. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Edward Opondo vs Grass Cutting Machine Shops	Retail	The complainant claimed that he purchased a grass cutting machine from a shop in Kisumu only to be told later that the machine did not have spare parts in Kenya.	N/A	The matter was forwarded to Anti-Counterfeit Authority (ACA). The matter was found not to fall within the mandate of the Authority and forwarded to EPRA. The case was closed.
	Philip Butoyi vs Kemnet Technologies	Telecommunication	The complainant alleged that internet services provided by the accused was highly latent with no redress when it was raised.	55 and 56 (1)	Following Authority's intervention, the complainant was redressed by way of a waiver and enhanced internet. The case was closed.
	David Karungu vs Royal Mabati Factory Limited (RML)	Manufacturing	He ordered and paid for roofing materials which were not delivered as promised.	55 and 56 (1)	The roofing materials were delivered after intervention by the Authority. The case was closed.
	Justus Kimaiyo vs Royal Mabati Factory Limited	Manufacturing	He ordered and paid for roofing materials Which were not delivered as promised.	55 and 56 (1)	The roofing materials were delivered after intervention by the Authority. The case was closed.
	Emmanuel Kuria vs Paypal	Financial	The complainant alleged that Paypal had closed his account and are withholding his funds.	N/A	The matter involved fraudulent business transactions which lie outside the Authority's mandate. The complainant was sent an advisory to lodge the case with DCI. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Billy Atudo vs TransUnion	Financial	The complainant alleged that Transunion have lowered his credit score compared to when he had accounts in arrears despite him clearing all defaulted accounts. This is making it difficult for him to access credit facilities from financial institutions.	Section 56(1) (2)(a)	The Authority did not establish any Violation of Section 56(1) (2)(a) of the Act by the accused party. The case was closed.
	CAK vs Macomas Products	Manufacturing	This was a sector wide investigation initiated by the Authority requiring manufacturers and distributors of cosmetics products to substantiate claims made on their products.	Section 60 (1)	The company substantiated the errors made on declaring the date of manufacture. The case was closed.
	Nakili Fitzwanga Vs Naivas Supermarket	Wholesale & Retail	The complainant claimed that she purchased a Von Fridge with a complete set of K-gas Meko from Naivas Nyali and was to pick it later only to realize that it was sold to another customer.	Section 56(1), 56(2) (a)(e)	Following the Authority's intervention, the complainant was given a new fridge and Meko gas and the case was closed.
	John Mburu Vs Reddot Distribution	Wholesale & retail	The complainant purchased a brand new Lenovo laptop (ThinkBook 13s G2 ITL) which developed technical issues from the day of purchase. He asked the suppler to either replace the laptop with a new one or refund the money but the supplier declined to replace the machine.	Sections 55(a)(i)(v); 56(1), 56(2) (a); 63(1)(d) and 64(1)	Following the Authority's intervention, the complainant was offered a credit note of Ksh. 140,348 and was satisfied with the resolution given. The case was closed.
	Luke Luvembe Vs Bob Morgan Sacco Ltd	Financial	The complainant alleged that he was a staff of BM Security services and subsequently a member of BM Sacco Services Ltd. After his services were terminated, he was denied all his savings and welfare contributions amounting to Ksh. 170, 200 and Ksh. 12,500 respectively.	Section 56(1) (2)(a)	Following the Authority's intervention, the complainant was paid his shares and interest on the deposits for two years and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Competition Authority OF Kenya and Micro Finance Institutions (Progressive Credit)	Financial	This was a sector wide investigation initiated by the Authority on microfinance institutions to check on any unconscionable clauses in their terms and conditions which might be infringing on consumer rights.	Section 56	Following the Authority's intervention, Progressive Credit revised its Terms and Conditions that were deemed unconscionable and the case was closed.
	Anne Muema Vs Marigiti Market Nairobi	Retail	She claimed that while doing shopping at Marikiti in Nairobi, the supplier used an underweight scale.	NA	The complaint was referred to the Department of Weights and Measures to investigate and make apposite determinations. The case was closed.
	Neema Ali Vs Jumia Kenya	E-commerce	The complainant claimed that she purchased a Samsung Galaxy Note 9 mobile phone but she discovered that the phone was defective.	55 (a)(i); 56(1)(2)(a)(d) and (e); 63(1)(d) and 64(1)	Investigations revealed that the defect was as a result of mishandling by the complainant and as such the Authority could not proceed with the investigations. The case was closed.
	Cecilia Wandiga Vs Uber Wallet	e-commerce	The complainant deposited Ksh. 2,000 to her Uber Wallet account using her mobile phone but after placing a restaurant order, it was canceled and Uber declined to refund her.	Section 56(1)(2)(a)	The complainant was refunded her money, following the Authority's intervention. A warning letter was also sent to the accused party to desist from such conduct. The case was closed.
	CAK VS Jamii Bora	Banking	This was a sector wide investigation focusing on terms and conditions related to microfinance institutions.	NA	Following the Authority's investigations, it was realized that the MFI ceased to be a bank. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Stanley Mutinda Vs Ruiru Mabati Factory Limited	Manufacturing	The complainant alleged that he placed an order for iron sheets but was not delivered as agreed.	Sections 55(a)(ii); 56(1)(2)(a)(d) and (e)	Following the Authority's intervention, the consignment of iron sheets was delivered to the complainant and the case was closed.
	Anonymous Vs Kamureito Water Project	NA	The complainant claimed that Kamureito Water was selling dirty and untreated water, and that the water was being sourced from Kipsonoi River and it did not go through a treatment plant as it should.	NA	The matter was a water and sanitation issue and therefore was outside the Authority's mandate. The complainant was sent an advisory to liaise with Water, Sanitation and Environment Department in Bomet County for action to be taken. The case was closed.
	Damaris Manjari Vs Cytonn Investments	Financial	The complainant claimed that she was coerced to sign a skewed investment contract with Cytonn on the basis of an offer of high returns ranging from 16% to 18%, but a scrutiny of the contract revealed that it denied her of the fundamental rights provided for in the Kenyan Constitution.	NA	After investigations, it was established Capital Markets Authority has a mandate to investigate investment related matters. The case was closed and forwarded to CMA.
	Ivan Kibet Kapkoi Vs Cytonn Investment	Investment	The complainant claimed that she was coerced to sign an unfair investment contract with Cytonn.	NA	After investigations, it was established Capital Markets Authority has a mandate to investigate investment related matters. The case was closed and forwarded to CMA.
	CAK and Microfinance Institutions (BIMA)	Financial	This was a sector wide investigation initiated by the Authority on microfinance institutions to check on any unconscionable clauses in their terms and conditions which might be infringing on consumer rights.	Section 56	Following the Authority's intervention, Bima revised the clauses that were unconscionable and the case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK and Microfinance Institutions (Momentum)	Financial	This was a sector wide investigation initiated by the Authority on microfinance institutions to check on any unconscionable clauses in their terms and conditions which might be infringing on consumer rights.	Section 56	Following the Authority's intervention, Momentum Credit revised its Terms and Conditions that were deemed unconscionable and the case was closed.
	CAK and Microfinance Institutions (Hazina)	Financial	This was a sector wide investigation initiated by the Authority on microfinance institutions to check on any unconscionable clauses in their terms and conditions which might be infringing on consumer rights.	Section 56	The Terms and Conditions were reviewed and no clause was found to be unconscionable and the case was closed.
	CAK vs Inter Beauty Products Ltd	Manufacturing	This was a sector wide investigation initiated by the Authority requiring manufacturers and distributors of cosmetics products to substantiate claims made on their products	Section 55 (a)(i)(v)	Following the investigations, the company substantiated the claims made on their product. The case was closed.
	Adrian Andre Otieno Vs Wananchi Ltd (Zuku)	Telecommunications	The complainant alleged that he paid for the installation of Zuku internet services, but the service was never installed at his place of residence and he sought a refund of the money spent.	Sections 55(a)(ii); 56(1)(2)(a)(d) and (e)	Following the Authority's intervention, the complainant was refunded the money and the case closed.
	Susan Phyllis Gathoni VS Get Bucks	Financial	The complainant complained about the high interest charged on a loan he took from Get Bucks which she alleged that it had not been disclosed to her when signed the loan agreement.	Section 56	The parties reached an amicable solution through the Authority's intervention and the case closed.
	Cak vs Maisha Flour Mills	Manufacturing	The Authority initiated investigation into the flour sector to verify claims by flour manufacturers on the label of their products.	section 55 (a) (i)	Case closed on 12th October, 2021 since the accused revised the labels to comply with the Act.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	John Njuguna Vs Pamlink Computers Ltd	Wholesale and Retail	The complainant claimed that he purchased a defective laptop, Lenovo G580 core i5, from Pamlink Computers Ltd.	Section 55(a)(i); 56(1)(2)(a)(d); 63(1)(d); 64(1)	The complainant refused to cooperate with Pamlink Computers to have the matter resolved. Therefore, the case was closed.
	Pastor John Kimani Vs Lion Cash App	Financial	The complainant claimed that agents of Lion Cash were harassing him for a loan he guaranteed to one of his congregants and which she failed to pay.	NA	The pastor was advised to report the matter to Directorate of Criminal Investigations as it bordered on criminal conduct. The case was closed.
	CAK vs Chemplus Holdings Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Chemplus on their cosmetics products.	Section 55 and 60	Following the Authority's investigations, Chemplus Holdings Ltd revised the labels for their product (Skinsol Lotion). The case was closed.
	Faith Mbogo vs Uwezo Broadband Limited	Telecommunication	The complainant raised issue with the persistent poor quality of internet services provided by Uwezo Broadband Limited.	Section 56 (1) & (4)	The case was closed after the accused, Uwezo Broadband Limited reviewed their T&Cs to provide that consumers have the right to full information necessary for them to gain full benefit from the service.
	CAK and Airtel Kenya Limited	Telecommunications	The Authority received complaints from consumers alleging that the internet packages that were being advertised by Internet Service Providers (ISPs) were of a particular speed; that they would last for a particular number of days; and of a particular value.	Sections 55(a)(v); 56(1)(2)(a) and (e)	The case was closed after Airtel Kenya amended their T&Cs to resolve the complaint.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK and Simbanet Com Limited	Telecommunications	The Authority received complaints from consumers alleging that the internet packages that were being advertised by Internet Service Providers (ISPs) were of a particular speed; that they would last for a particular number of days; and were of a particular value.	Sections 55(a)(v); 56(1)(2)(a) and (e)	The case was closed after Simbanet amended their T&Cs to ensure that consumers know their usage of the internet and also know that they can get compensation for no service rendered or low speeds or where the service standards significantly fall below the advertised standards.
	CAK and Telkom Kenya Limited	Telecommunications	The Authority received complaints from consumers alleging that the internet packages being advertised by Internet Service Providers (ISPs) were of a particular speed; that they would last for a particular number of days; and were of a particular value.	Sections 55(a)(v); 56(1)(2)(a) and (e)	The case was closed after Telkom Kenya amended their T&Cs to ensure that consumers know their usage of the internet and also know that they can get compensation for no service rendered or low speeds or where the service standards significantly fall below the advertised standards.
	CAK and Next Thing Networks Limited	Telecommunications	The Authority received complaints from consumers alleging that the internet packages that were being advertised by Internet Service Providers (ISPs) were of a particular speed; that they would last for a particular number of days; and were of a particular value.	Sections 55(a)(v); 56(1)(2)(a) and e	The case was closed after Next Thing amended their T&Cs to ensure that consumers know on their usage of the internet through the portal and also know that they can get compensation for no service rendered or for low speeds or where service standards significantly fall below the advertised standards

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Samson Ototo and Kishen Holding Ltd	Retail Sector	The complainant alleged that he bought a new battery from the accused which malfunctioned after one week. The battery was replaced with another one that did not have battery water and the accused refused to fill it with water.	Section 55(a)(i), (b)(v), 56(1), (2)(a), (d) & (e)	The case was closed after the accused, replaced the complainant's battery with a complete one.
	Pragna Johar Vs HTT Global Holidays & Incentives	Service sector	The complainant booked in March, 2020 through HTT Global Holidays and Incentives to travel to Kenya from 22nd to 30th June 2020.Due to the COVID-19 pandemic situation, they asked for cancellation of their booking and be refunded an amount of USD4129 which they had paid. The accused did not fully refund the complainant. They requested the Authority to assist in getting the entire amount.	Section 56(1), (2)(a)	The case was closed after the complainant was refunded by the accused after the Authority's Intervention.
	Francis Gitahi and Nairobi Bottlers Ltd (NBL)	Manufacturing	The complainant who is a vendor alleged that he bought a Fanta Soda which had foreign black insolvent particles.	N/A	Ongoing.
	Eddy Member Muriuki and Trident Insurance Ltd	Financial	He insured his vehicle with Trident Insurance Company Ltd for a sum assured of Ksh. 2,000,000. He paid the agreed premium (Ksh. 70,355) in full. On 1st September 2019, the said vehicle was involved in an accident along Limuru Road. On 13th September, 2019, he reported the accident to Trident and furnished them with all the supporting documentation. However, Trident refused to process his claim despite numerous reminders.	56 (1), (2) (a) (d) & (e)	The complainant did not provide additional information requested by the Authority. The case was closed due to lack of evidence.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Akima Kithanse Vs Tuff Steel	Wholesale and Retail	The complainant bought iron sheets from the accused, however after some time the iron sheets started forming white rust and the paint started peeling off.	Section 55(a) (i)and (ii) ,56 (1) & (2) (a),(d) &e	Through the Authority's intervention, the matter was resolved and the complainant's iron sheets were replaced.
	Donna Onjala vs Phone Place Kenya	Wholesale and Retail	She purchased her phone and it developed issues after two months. On return, she was told that the warranty did not cover the screen and so was asked to pay Ksh. 10, 000 to have the screen replaced.	Section 55 and 56 (1)	The complainant's phone screen was replaced at the cost of the accused. The case was closed.
	Musa Ndumbuya Vs Safaricom Investment Cooperative	Finance	The Complainant who was a member of SIC wished to exit the co-operative and submitted a 3 months' notice, however upon expiry the society notified him that he was to put his share capital on an auction platform where other buyers can buy the shares from him.	Section 56 (1) & 56(2) (a)(b)(d)	After investigations, it was established that the matter should be forwarded to the Co-operatives Tribunal and the complainant was advised of the same. The case was closed.
	Glorine Vihendah Vs Jowyn Credit	Financial Sector	The complainant alleged that she cleared an existing loan after being assured that she would qualify for a new loan which she was denied.	Section 56 (1) (2)	The accused and the complainant amicably resolved the matter after the Authority's intervention. The case was closed.
	George Mungai Vs Gasnn Electronic Shop	Retail	Complainant purchased a watch from the accused and upon delivery it was faulty. The accused offered him a 40% refund which he had accepted before filing the complaint with the Authority.	Section 55 and 56	Before the Authority's intervention, the complainant was amenable to a 40% refund by the accused, which he accepted and received. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Carol Muasya vs Sun Africa Hotels	Hospitality	The complainant alleged that Sovereign Hotel Limited included four bottles of water worth Ksh. 1000 which she never ordered in a bill of Ksh. 81,014 which she cleared.	Section (56) (1) (2) (a) (d)	Through the Authority's intervention, the accused refunded the complainant Ksh. 2000, being the amount overcharged plus compensation for the inconvenience caused. The case was closed.
	Charles Kimani vs Internet Service Providers	ICT sector	The complainant alleged the speed advertised by Wananchi Group Kenya is not the actual speed.	56(1)(2)(a) (d) (e)	The accused resolved the complaint by reviewing their Terms and Conditions and the case was closed.
	Ravi Raval vs Metal Cans and Closures Ltd	Manufacturing sector	The complainant alleged that Metal Cans and Closures Ltd are using a registration number that does not relate to the container they are using.	Section 55 (a) (ii),55 (a) (v)	The matter was referred to KIPI as it was found not to lie within the Authority's mandate. The case was closed.
	Alice Karanja Vs Micro Africa (Letshego)	Finance	Complainant alleges Letshego refused to give her a loan statement she requested.	Section 56(1) (a) & (2) (d)	Complainant failed to submit additional information in spite of several reminders issued to her by the Authority. The case was closed.
	Dr. Ruth Musila vs Caetano Formula East Africa	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant bought a car from the Accused and with continued usage it developed a brake issue which was covered within the warranty. However the Accused only offered to cater for a percentage of the repair contrary to the warrant conditions.	Section 56 (2) (a) (b) (d) & (e)	Through the Authority's intervention, the Accused replaced the faulty brake system of the Complainant's car. This was confirmed by the Complainant. The case was closed.
	CAK vs Emami Ltd	Manufacturing	The Authority initiated investigations into claims made by Emami Ltd about their cosmetics products for likely violations of the Act.	Section 55 (a) (i) and 60 (1)	The investigations did not establish any violations of the Act by the Accused. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK vs Pembe Flour Mills Ltd	Manufacturing	The Authority initiated investigation into the flour sector to verify claims by flour manufacturers on the labelling of their products. The Authority engaged Bureau Veritas (BV) for testing of Pembe Maize Flour to establish claims made by them about their maize flour products.	Section 55 (a) (v) and Section 56 (1) (2) (a) (d)	Ongoing
	Vruti Shah vs Ignite Fitness	Service	The Complainant is a member of Ignite Fitness gym. The Complainant alleged that she had paid for an annual membership at the gym and had only utilized 5 months thereof at the onset of the COVID-19 pandemic when her membership was frozen. In July 2020, Ignite sent communication that the gym was scheduled to reopen shortly. However, the members did not receive any correspondence on the reopening since that time. She later on learnt that the gym had been rebranded as Wellness Exclusive and the initial owners of Ignite had left.	Section 60 (1)	The matter was found not to be within the mandate of the Authority and the Complainant was advised to seek redress from the Kenyan Courts. The case was closed.
	Jinit Shah vs Ignite Fitness Kenya	Service	The Complainant alleged that Ignite accepted prepayments for twelve (12) months on the 22nd September, 2019 and closed their facility on 25th March, 2020 denying members access to the gym and utilization of the remaining six (6) month gym fee paid in advance. Ignite did not communicate to the Complainant about the future opening of this facility or how to get a refund in the event the prepaid amount remains unutilized. The Complainant's attempts to get a refund were futile.	Section 55 (a) (i) & (v) and 60 (1)	The matter was found not to be within the mandate of the Authority and the Complainant was advised to seek redress from the Kenyan Courts. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Leonida Owaga vs Quality iPhones	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant was allegedly conned Ksh. 40,000 by an online mobile phone store called Quality IPhones. He was planning on purchasing a new phone iPhone XS Max which they claimed to be worth Ksh. 40,000. However, they later called him to ask for a higher amount (Ksh. 53,000) and refused to refund him or give him a cheaper phone.	Section 55 (a) (i) & (v)	The matter was found not to be within the mandate of the Authority and the Complainant was advised to seek redress from the DCI. The case was closed.
	Edwin Kubally vs Mwananchi Credit Ltd	Finance and Insurance	The Complainant had borrowed a loan of Ksh. 60,000 from the Accused in September, 2020 whose repayment period was 7 years and the monthly repayment was Ksh. 2580. He wanted to repay the loan early but was frustrated by the Accused as they did not pick up his calls. The Accused also refused to provide him with his loan statement	Section 56 (2) (a) (d) & (e)	Upon the Authority's intervention, the Accused provided the Complainant with his loan statement. The case was closed.
	CAK vs Trade Roots Ltd	Manufacturing	The Authority initiated investigations into the labelling of the Accused's food product 'Dececco Pasta' for violations of false or misleading representations and compliance with requirements of prescribed Product information Standards and related provisions of the Act.	Section 55 and 56(1)(2) (a)	The Authority's investigation revealed that the Accused's products were in violation of the Act. The Accused revised the labelling of its products to comply with the Act. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Salome Wanjiru vs Kenya Airways	Transportation and Storage	On 16th March, 2020 the Complainant booked a flight with Kenya Airways through a Nairobi based agency by the name Forever Tourism (the agency), for which she was to leave Nairobi on 17th March, 2020. However, she did not travel as planned. The agency charged her an extra Ksh. 50,000. When she claimed her refund, the Accused kept on referring her to the agency.	Section 55 (a) (ii) and 56 (1) (2) (a) (d) and (e)	The Authority's investigations did not establish any violations of the Act by the Accused since Kenya Airways was not liable to issue a refund on behalf of Air France/KLM. The Complainant was advised to seek a refund through the appropriate channels. The case was closed.
	Jacqueus Erasmus vs Kenya Airways	Transportation and Storage	The Complainant alleged that he was meant to travel on Kenya Airways in April 2020. However, Kenya Airways failed to refund him after cancelling all the flights.	Section 55 (a) (i), 56 (1), (2) (a) (d) and (e), 64	Through the Authority's intervention, the Accused party refunded the Complainant. The case was closed.
	CAK vs Servechem (K) Ltd	Manufacturing	The Authority initiated investigations into claims made by Servechem on their cosmetics products violations of false or misleading representations and compliance with requirements of prescribed Product information Standards and related provisions of the Act.	Sections 55 (a) (ii),; 56 (1) (2) (a), (b), (d), and e	The Authority's investigation revealed that the Accused's cosmetic products were not in compliance with the Act. The Accused revised the labelling of its cosmetic products to comply with the Act. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Wiseman Ngigi vs Naivas Supermarket	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant went to Naivas supermarket Nakuru (Super Centre Branch) and did some shopping. Upon making the payment, the cashier gave him some change which was less than what he expected. On insisting that he needed his full change, the cashier gave him some two sweets which he declined and requested him to cancel the transaction due to lack of change on the part of the supermarket. Instead, the cashier declined.	55 (a) (i), 60 (1)	The matter was found not to be within the mandate of the Authority since the complaint involves a legal tender issue. The Complainant was advised to pursue the matter with Central Bank of Kenya (CBK). The case was closed.
	COMESA Competition Commission vs ORCA DECO	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Authority initiated investigations into ORCA DECO's terms and conditions after receiving a complaint from the COMESA Competition Commission who alleged that they had been made aware by an informant that ORCA DECO's terms and conditions of sale do not allow for cash refunds for items purchased from their stores	Section 56 (2) (a) (d) and (e)	The Authority's investigation revealed that the Company's T&Cs may violate the provisions of the Act. The company was required to revise its T&Cs. The Company revised its T&Cs to ensure compliance. The case was closed.
	CAK vs Supersleek Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Supersleek Ltd about their cosmetics products for likely violations of the Act.	Section 55(a) (i), 55(a) (v) and 60(1)	The Authority's investigation revealed that the Accused's cosmetic products were not in compliance with the Act. The Accused revised the labelling of its cosmetic products to comply with the Act. The case was closed.
	Johnson Mwangemi vs GOTV	Communication	The Complainant alleged that his GOTV Account got disconnected after 15 days yet he paid Ksh. 815 for a monthly package.	Section 55(a) (ii), 56(1), 56(2)(a), (d) and (e)	The Complainant did not respond to requests for more information. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK vs Pameri Organic Shear Butter Kenya	Manufacturing sector	The Authority initiated investigations into labelling done by Pameri on their cosmetics products relating to violations of false or misleading representations and compliance with requirements of prescribed Product information Standards and related provisions of the Act.	Section 56(1), 56(2) (a), (d),(e)	The Authority's investigation revealed that the Accused's cosmetic products were not in compliance with the Act. The Accused revised the labelling of its cosmetic products to comply with the Act. The case was closed.
	CAK vs Unilever	Manufacturing	The Authority initiated investigations into labelling done by Unilever on their cosmetics products relating to violations of false or misleading representations and compliance with requirements of prescribed Product information Standards and related provisions of the Act.	Section 56(1), 56(2) (a), (d) & (e)	The investigations did not establish any violations of the Act by the Accused. The case was closed.
	CAK vs Debenham & Fear Ltd	Manufacturing	The Authority initiated investigations into claims made by Debenharm about their cosmetics products for likely violations of the Act.	Section 56(1), 56(2) (a),(d),(e)	The Authority's investigation revealed that the Accused's cosmetic products were not in compliance with the Act. The Accused revised the labelling of its cosmetic products to comply with the Act. The case was closed.
	Margaret Wairimu Warue vs Get Bucks Ltd	Finance and insurance	The complainant alleged that GetBucks has been excessively deducting money from her pay slip from 2013 to date amounting to Ksh. 1,700,000, which is a mismatch from what she owes them (Ksh. 600,000).	Section 56(1), 56(2) (a),(d),(e)	Through the Authority's intervention, the Accused party refunded the Complainant the excess fees and charges wrongfully imposed Ksh. 489,177.09. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Benaiah Mayabi vs Kenya Railways	Transportation and Storage	The complainant alleged that he had purchased train tickets to Mombasa worth Ksh. 2000 but travel restrictions occasioned by COVID-19 pandemic, the journey could not take place. Upon making a request for refund, Kenya Railways, only offered a rescheduling of the tickets. Further corresponds to the accused on the matter; via email, calls or social media communication on the issue went unanswered.	Section 56(1), 56(2)(a),(d),(e)	Through the Authority's intervention, the Complainant was refunded. The matter was closed.
	CAK vs Sunveat Foods Ltd	Manufacturing	The Authority initiated investigations into false or misleading representations and non-adherence to Kenyan standards by manufacturers of baby food products.	Section 56(1), 56(2)(a),(d),(e)	The Authority's investigation revealed that the Accused's baby food products were not in compliance with the Act. The Accused revised the labelling of its baby food products to comply with the Act. The case was closed.
	CAK vs Mzuri Sweets Ltd	Manufacturing	The Authority initiated investigations into false or misleading representations and non-adherence to Kenyan standards by manufacturers of baby food products.	Section 56(1), 56(2)(a),(d),(e)	The Authority's investigation revealed that the Accused's baby food products were not in compliance with the Act. The Accused revised the labelling of its baby food products to comply with the Act. The case was closed.
	Rathan Puttaiah vs G4S Kenya Limited	Transportation and Storage	The Complainant alleged that he paid for two parcels to be delivered from Nairobi to Timau within 24 hours but the Accused failed to deliver them.	Section 56(1), 56(2)(a),(d),(e)	The matter was resolved amicably by the parties before the Authority could intervene. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Mike Petersen vs Munyi Dollars Sofas	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant ordered a sofa from Munyi Dollars Sofas on 3rd November, 2021, which had been advertised on an unnamed social media platform; and paid a down payment of Ksh. 16,000 for the sofa which was to be delivered to his residence. In the course of delivery, the sofa stands were allegedly damaged in the elevator of the apartment building. On 7th November, 2021, a carpenter was sent to fix the stands, but, according to the Complainant, the sofa stands were not affixed well, leaving the sofa unstable and posing significant risks for the Complainant and other users. He also noticed the color of the sofa was not as agreed upon at the time of purchase. Further, the fabric was "patched in the front". The Complainant was unable to reach the Accused to remedy the situation.	Section 56(1), 56(2)(a),(d),(e)	The Complainant did not respond to requests for more information. The case was closed.
	Ian Kamau vs Makarim Limited	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant took his phone (Samsung A70) to Makarim Limited which is a Samsung customer service center at Two Rivers Mall for repair on 20th October, 2021. He paid a deposit of Ksh. 3,000. Makarim have not repaired his phone to date neither have they refunded him his deposit.	Section 56(1), 56(2)(a),(d),(e)	Through the Authority's intervention, the Accused remedied the situation to the Complainant's satisfaction. The case was closed.
	Geoffrey Magembe vs Safaricom Co-operative Ltd	Real Estate	The Complainant alleged that Safaricom Investment Co-operation (SIC) floated plots for sale in a project dubbed Tinga Springs. The Complainants together with others (hereinafter the Tinga Investors) paid for these plots but SIC failed to complete the transaction.	Section 56(1), 56(2)(a),(d),(e)	Upon the Authority's intervention, the Complainant was refunded. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Charles Wanjagi vs Kingdom Bank Ltd	Finance and Insurance	The Complainant had taken out a loan of Ksh. 150,000 from Kingdom Bank 5 years ago. In January 2021, the Accused requested him to pay Ksh. 157,000 after a collection agent was involved which he finished paying in August, 2021 even before the agreed date. The Accused allegedly added another amount of Ksh. 52,000 which included banking fees. The Complainant felt that he was being extorted.	Section 56(1), 56(2)(a),(d),(e)	The Complainant did not respond to requests for more information. The case was closed.
	CAK vs Navkaar	Manufacturing sector	The Authority initiated investigations into claims made by the accused about their cosmetics products for violations of false or misleading representations and compliance with requirements of prescribed Product information Standards and related provisions of the Act.	Section 55(a)(i), 55(a)(v) and 60(1)	The Authority's investigation revealed that the Accused's cosmetic products were not in compliance with the Act. The Accused revised the labelling of its cosmetic products to comply with the Act. The case was closed.
	Anne Massey vs Kenya Commercial Bank	Finance and Insurance	The Complainant claimed that Kenya Commercial Bank had disobeyed a court decree directing it to discharge the title to her property although she had fully repaid the loan in relation to which she had committed the title to her property as security.	Section 56(1), 56(2)(a),(d),(e)	The matter was found not to be within the mandate of the Authority and the Complainant was advised to pursue the enforcement of the decree and discharge of her title through court action. The case was closed.
	Japhet Omari vs Royal Mabati Factory Limited	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant purchased iron sheets from the Accused at a total cost of Ksh. 114,250. Upon paying the full amount, he was informed that the iron sheets would be delivered to him within fourteen (14) days. However, more than two (2) months later, he still had not received his iron sheets from the Accused.	Section 55(a)(ii), 56(1), 56(2)(a), (d) and (e)	Through the Authority's intervention, the Accused delivered the iron sheets to the Complainant. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Munywoki vs Mini Bakeries Limited	Manufacturing	The complainant alleged that he bought bread manufactured by Mini Bakeries which was branded as Supa Butter Toast Bread. The reason he went for the bread was because the labelling indicated that the bread contained butter and so he hoped to derive the benefit of enjoying butter on consumption and also save the extra cost he would have spent on purchase of butter separately.	Section 55(a) (v) and 56 (1) (2) (a) &(e)	The Authority's investigations established that the Accused's bread was not in compliance with the Act. The Accused was directed to add a disclaimer next to the name of the bread clarifying that the bread does not contain butter. The case was closed.
	Jonathan Declercq vs Kenya Airways	Transportation and Storage	The Complainant purchased a ticket from the Accused, which was indicated as refundable. However, when he cancelled his flight, the Accused declined to refund his money on the premise that the ticket was non-refundable.	Sections 55(a) (v), 56 (1), (2) (a) (d) & (e)	Through the Authority's intervention, the Complainant was fully refunded by the Accused. The case was closed.
	Everline Akinyi vs Royal Mabati Factory Limited	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant alleged that she had purchased iron sheets from the Accused and upon making the full payment, she was informed that delivery would be done within two (2) weeks. However, the Accused did not deliver the iron sheets within the promised timeframe.	Section 56(1) (2)(a) (d) & (e)	Through the Authority's intervention, the Accused delivered the iron sheets to the Complainant. The case was closed.
	Laban Nyaga vs Royal Mabati Factory Limited	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant purchased iron sheets from the Accused and upon making the full payment, he was informed that delivery would be done within two (2) weeks. However, the Accused did not deliver the iron sheets within the promised time.	Section 55(a) (ii), (b)(v) & 56(1)(2)(a) (d) & (e)	Through the Authority's intervention, the Accused delivered the iron sheets to the Complainant. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Rashid Musa vs Safaricom Investment Co-operative	Real Estate	The Complainant purchased four plots of land in the Accused's Tinga Project. However, the Accused failed to deliver the plots due to a land ownership dispute and further failed to refund the Complainant his money.	Section 56 (1) and (2) (a) & (d)	Through the Authority's intervention, the Complainant was fully refunded by the Accused. The case was closed.
	Marvine Wanga vs Mega Wholesalers Ltd	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant purchased goods worth Ksh. 19,846 from the Accused and made the payment via the Accused's paybill number. However, the Accused declined to give him the goods on the premise that the payment had not reflected in their account. The Accused also declined to refund him his money.	Section 55(a) (ii)	Through the Authority's intervention, the Accused delivered the goods to the Complainant. The case was closed.
	Arnold Mwakalindo vs Modern Coast Express Ltd	Transport and Storage	The Complainant booked a ticket to travel from Mombasa to Voi. However, on the scheduled date and time of his trip, the Accused failed to provide a bus and the Complainant ended up paying for another ticket with another bus company, thereby incurring an additional cost.	Section 55(a) (i), 56(1)(2) (a) (d) & (e) and 64	The matter was found not to be within the mandate of the Authority and the Complainant was advised to pursue the matter with NTSA. The case was closed.
	Julius Kiprono vs Royal Mabati Factory Limited	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant purchased iron sheets from the Accused and upon making the full payment, he was informed that delivery would be done within two (2) weeks. However, the Accused did not deliver the iron sheets within the promised time.	Section 55 (a) (ii) & (b) (v) and 56 (1) & (3)	Through the Authority's intervention, the Accused delivered the iron sheets to the Complainant. The case was closed.
	Benson Mukaya vs Kakamega Shop	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant purchased a television set from the Accused and after using it for two weeks, it completely stopped functioning. When he returned it to the Accused's shop, he was informed that "goods once sold are not returnable".	Sections 55 (a) (i) & 55 (b) (v)	The Complainant did not respond to requests for more information. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Albanus Mulonzi Vs Royal Mabati Factory Limited	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant purchased roofing material from the Accused which were to be delivered within 14 days after payment. However, the Accused failed to honour the deliver timeline.	Section 56	Through the Authority's intervention, the Accused refunded the Complainant the amount due Ksh. 81,325. The case was closed.
	Alex Kennedy vs Royal Mabati Limited	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant purchased roofing material from RMFL which was to be delivered within 14 days after payment. However, the Accused failed to honour the deliver timeline.	Section 56	Through the Authority's intervention, the Accused delivered the products to the Complainant. The case was closed.
	Henry Atiera vs Jumia Electonics	Wholesale and retail trade; repair of motor vehicles and motorcycles	On 4th January 2022 the Complainant paid Ksh. 5,000 for a Samsung home theatre from an online store named Jumia Electronics (http://brandnewtv.co.ke/). The home theater was however not delivered.	Section 55(a)(ii), 55(b)(v), 56(1), 56(2)(a), (d) and (e)	The matter was found not to be within the mandate of the Authority and the Complainant was advised to pursue the matter with DCI as it is a matter relating to fraud. The case was closed.
	CAK vs Primasidor Kenya Ltd	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Authority initiated investigations into the labelling of the Accused's wow vanilla flavour corn snacks for violating the Labelling of Pre-packaged Foods – General Requirements.	Section 55 and 56(1)(2)(a)	The Authority's investigation revealed that the Accused's products did not contain the manufacturing date and used the term 'Sell by' instead of 'best before' or 'expiry date' in violation of the Act. The Accused revised the labelling of its products to comply with the Act. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Len Ogolla vs Shivling Supermarket	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased a Sayona blender/juicer from Shivling Supermarket in Kondele, Kisumu on 19th March, 2022 at 9:09 p.m. The Accused's staff were in a hurry to close so they quickly processed his purchase without testing the Sayona blender he purchased. He went home and operated the product but unfortunately, the blender did not function. Having realized this, he quickly returned it the following day and requested the outlet to replace the blender with another brand since he no longer had faith in the Sayona brand. He explained to them that he was not interested in a refund and that all he wanted was a replacement with a different brand, and if there was a price difference, he would cater for it. The management refused and insisted on sending back the product to the manufacturer for repairs. The manufacturer took responsibility of the defects and executed their warranty. The outlet has refused to change the blender/juicer or to refund his Ksh. 5,999 spent on the blender/juicer.	Section 56(1), 56(2) (a) & (e)	Ongoing
	Lindah Njeri vs Royal Mabati Factory Limited	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased roofing material from the Accused which were to be delivered within 14 days after payment. However, the Accused failed to honour the deliver timeline.	55(a) (i)	Through the Authority's intervention, the Accused refunded the Complainant the amount due Ksh. 37,000. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Mercy Njuguna vs Samiya Furniture	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that she bought a TV stand which was falsely represented by the accused to have been made with hard MDF boards, whereas it was made of particle board which is an inferior quality.	Sections 55 (b) (i) and 56 (1)	The Complainant became non-responsive. The case was closed.
	Silvance Otieno vs Royal Mabati Factory Limited	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased roofing material from RMFL which were to be delivered within 14 days after payment. However, the Accused failed to honour the deliver timeline.	Section 56(1) (2) (a)	Through the Authority's intervention, the Accused delivered the purchased roofing material to the Complainant. The case was closed.
	Joseph Thuranira vs Ukulima Sacco Ltd	Finance and insurance	The Complainant applied for a loan of Ksh. 400,000 at Ukulima Sacco Limited and the loan was disbursed on 29th September, 2020. However, the Accused was charging him more interest on his loan than the agreed rate.	Section 55 (a) (i)	Through the Authority intervention, the Complainant was refunded Ksh. 72,387 by the Accused. The case was closed.
	Mark Odera vs M-Kopa	Finance and Insurance	The Complainant purchased a Nokia C30 phone from M-Kopa on hire purchase terms on 28th January 2022 entailing a deposit and daily repayments. The Complainant Ksh. 3,000 as the initial deposit. During purchase he was informed that if the phone was returned within a week of purchase he would receive the full refund. This was not the case, as the Accused only refunded him Ksh. 1000.	Section 55 (a) (i), (b) (v) and Section 56(1) (2) (a)	Through the Authorities intervention, the Complainant was refunded the balance by the Accused. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	The Estate of Ms. Medrine Wangari vs Co-operative Bank and CIC Insurance Company Limited	Finance and Insurance	The complainant's Estate claimed that CIC Insurance had failed to pay out the life insurance policy on the Complainant's loan since she is deceased.	Section 55 (b) (v) and Section 56(1) (2) (a)	The matter was found not to be within the mandate of the Authority and was forwarded to the IRA. The case was closed.
	Nelson S. Waswani of T/A Rapid Bike Africa vs Mogo Auto Limited	Finance and Insurance	The Complainant alleged that the Accused, who was their financier for an asset loan for their motorbike which was stolen, was paid by the insurance and refused to refund the balance due of Ksh. 22,600.	Section 55 (a) (i)	Through the Authority's intervention the Complainant was refunded Ksh. 22,600. The case was closed.
	Alex Oniang'o vs Royal Mabati Factory Limited	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased roofing material from the accused which were to be delivered within 14 days after payment. However, the Accused failed to honour the deliver timeline.	Section 55 (a) (i),56 (1) (2) (a) (d) (e) and 59 (1) (a) (2) (a) (b) (c)	Through the Authority's intervention the Complainant was refunded Ksh. 136,250.00. The case was closed.
	Enock Omaiyo vs Royal Mabati Factory Limited	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased roofing material from the accused which were to be delivered within 14 days after payment. However, the Accused failed to honour the deliver timeline.	Section 56 (2) (a)	Through the Authority's intervention, the Accused delivered the purchased roofing materials to the Complainant. The case was closed.
	Joseph Mwania vs Diaspora Insurance Agency	Finance and Insurance	The Complainant's vehicle was involved in an accident. He incurred towing cost amounting to Ksh. 35,000 which he paid. However, during claiming from the Accused he was only refunded Ksh. 30,000.	Section 55 and 56 (1)	Through the Authorities intervention the Complainant was refunded Ksh. 5,000. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Mark Ngahu vs Royal Group Industries Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased a 10,000 liters' tank from the Accused's sales agent on 16th May, 2022 which was to be delivered within 1o days after payment. However, the Accused failed to honour the deliver timeline.	Section 56 (1)	Through the Authorities intervention the accused delivered the purchased water tank to the Complainant. The case was closed.
	Betty Omondi vs Safaricom Investment Cooperation	Real Estate	The Complainant made an investment with the Accused for one of their land projects (Tinga Project). The Complainant alleged that the Accused breached the contract warranting her to request for a refund of her investment which the Accused had been reluctant to effect.	Section 55 and 56 (1)	Through the Authority's intervention the Complainant was refunded by the Accused. The case was closed.
	Charles Kamani vs Internet Service Providers	Information and Communication	The Complainant alleged that Wananchi Group Kenya Ltd had an advert that was confusing in terms of their internet connections. He indicated that the Accused gave less of what was paid for. The Complainant had subscribed for 30 Mbps which should have been enough to cater for daily needs for 1 month but due to the COVID-19 pandemic, the situation had worsened and he rarely used the service for which he paid Ksh. 5,300 per month. He forwarded the complaint to the Accused but the situation had not improved.	Section 55 and 56	Ongoing
	Joan Antoni Tallda vs Buffalo Curio Shop	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant alleged that the Accused exploited and fraudulently charged her VISA card USD 300 (Ksh. 30,000 equivalent) for the purchase of a product that was worth Ksh. 3,000. She alleged that the Accused took advantage of the fact that she was a tourist and overcharged her for the purchased sculpture.	Section 55 and 56	The matter was found not to be within the mandate of the Authority and the Complainant was advised to pursue the matter with DCI as it is a matter relating to fraud. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Sarah Wekesa vs Jambo Shoppe	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased an LED light from the Accused's online shop but the Accused delivered the wrong light contrary to the picture displayed in the site	Section 56	Through the Authority's intervention, the Complainant product was replaced by Accused. The case was closed.
	Secundah Mungai vs Jambo Shoppe	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant alleged that the Accused cancelled her order for a mattress and failed to refund her money.	Section 56	Through the Authority's intervention the Accused refunded Complainant. The case was closed.
	Livingstone Mula vs Faulu Kenya Ltd	Finance and Insurance	The Complainant entered into an Asset Finance Loan Agreement for a loan amount of Ksh. 500,000 with the Accused. He wrote to the accused requesting for a 3 months' moratorium to make lower repayments which the Accused declined. He then alleged that the Accused repossessed his assets without notice and created an additional loan facility without his consent.	Section 55 and 56	The Authority's investigations did not establish any violations of the Act by the Accused. The case was closed.
	Darshan Soni vs. Air India	Transport and Storage	The Complainant alleged that he had not been refunded for a flight cancellation in a span of over 17 months and that the Accused's website contact details were not operational.	Section 55 and 56	The matter was forwarded to the KCAA. The case was closed.
	Jospeter Thuranira vs Hotpoint Appliances	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant alleged that he had returned a defective Von home theatre two times in a row and it was still faulty.	Section 56	Through the Authority's intervention, the Complainant was reimbursed. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Collins Okello vs Together As One Micro Investments Ltd	Finance and Insurance	The Complainant alleged that he took out the loan from the Accused on the understanding that he could repay the loan at any time before the expiry of twenty-four (24) months and get a waiver of interest for the remaining period. The Accused then refused to waive the interest for the remainder of the period after the Complainant expressed willingness to clear the loan after 3 months.	section 55 (b) (i), 56 (1) (2) (a) (c) (3) & (4)	The Complainant withdrew the case. The case was closed.
	Ansh Sharma vs Jumia Kenya	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased a television set from Accused and upon delivery he found it was leaking light in the corners of the display. The Complainant sent TV back to the Accused. The Accused offered to replace the TV, however, the Complainant was not amenable to replacement and wanted a refund.	Section 56 (1) (2) (a) (d) and (e)	Through the Authority's intervention, the Complainant was refunded by the Accused. The case was closed.
	Elizabeth Akinyi vs Safaricom Investment Cooperation	Real Estate	The Complainant made an investment with the Accused for one of their land projects. The Complainant alleged that the Accused breached the contract warranting her to request for a refund of her investment which the Accused had been reluctant to effect.	Sections 55 (b) (V); 57(1) (2)(a)(d)(e) (f) (i)(i & ii) and (k)	Through the Authority's intervention, the Complainant was refunded the monies owed her totaling to Ksh. 107,811. The case was closed.
	Eric Cheruiyot vs Royal Mabati Factory Limited	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased iron sheets from the Accused and upon making the full payment, he was informed that delivery would be done within two (2) weeks. However, the Accused did not deliver the iron sheets within the promised time.	Section 56 (2) (a)	Through the Authority's intervention, the Accused delivered the iron sheets to the Complainant. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Kimberly Glazebrook vs Tanius Tours	Arts, Entertainment and Recreation	The Complainant alleged that she paid for tour services as a package but when she and her tour members arrived in the country they were informed that park fees had not been paid for. She was requested to pay and get a refund later but the tour company was not responsive and yet she had returned to her country.	N/A	The matter was found not to be within the mandate of the Authority and was forwarded to the Tourism Regulatory Authority. The case was closed.
	Damaris Ogama vs Fly 540	Transport and Storage	The Complainant alleged that Fly 540 had failed to offer her a flight on the scheduled date and time and further declined to refund her money.	Section 56(1)(2)(a)(c)(d)(e)	Upon the Authority's intervention, the Accused offered the Complainant an alternative flight. The case was closed.
	Ibrahim Gichohi vs Mater Hospital	Human Health and Social Work	The complainant alleged that his wife was forced to spend an extra night at Mater hospital, after she had been discharged, because he could not pay the bill presented to him, as it was incomplete. He was charged for the extra night, yet it was the hospital's failure to provide the right bill.	Section 56 (1)(2)	Upon the Authority's intervention, the Accused refunded the Complainant. The case was closed.
	Tom Amadi vs Pesaflash	Finance and Insurance	The Complainant alleged that he repaid his Pesaflash loan on 19th February, 2020 but Pesaflash forwarded his name to auctioneers to demand for the payment and yet he had paid.	Section 56 (1)& (2) (a)	The Complainant did not respond to requests for more information. The case was closed.
	Sylvester Kibet vs Jumia	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant alleged that he received goods of low quality from Jumia.	Sections 55 (a) (ii) (v) and (b) (v), 56 (1), (2) (a), (c) (e) and (3)	The Complainant did not respond to requests for more information. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Christine Seme vs Naivas supermarket	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant alleged that she bought a Television set from Naivas Supermarket Likoni Mall where was given a warranty form to fill, the TV got damaged and she contacted Naivas Supermarket but they were not willing to offer any help.	Section 56 (1)(2) on unconscionable conduct	The Complainant did not respond to requests for more information. The case was closed.
	Kevin Ithagi vs Kenya Airways	Transportation and Storage	The Complainant alleged that in January, 2020 Esther Gathoni Ithagi bought two (2) tickets for herself and her son for flights scheduled for April, 2020 to Jomo Kenyatta International Airport. The total cost of both tickets was CHF 1, 256. However due to the pandemic the flights were cancelled and she applied for a refund and Kenya Airways issued her with voucher. In September, 2020 she called Kenya Airways Plc offices and requested to redeem her vouchers for flights scheduled for 24th December, 2020 and 10th January, 2021 respectively. She was informed that there would be price change since the December fares were slightly higher than the value of her vouchers. She additionally paid USD 332.76 as the fare difference. Once again the flights scheduled for 24th December, 2020 and 10th January, 2021 were also cancelled and she was advised to fill an online refund form to claim her refund. She proceeded to fill an online refund form for CHF 1256 and USD 332.76 and submitted to Kenya Airways PLC. She had neither received her refund nor receive any communication from Kenya Airways PLC.	Section 60 (1)	Upon the Authority's intervention, the Accused refunded the Complainant. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Maureen Bargoria vs Bidco Africa	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant alleged that Bidco Africa has adopted a new marketing strategy for their refined oil under the brand name Golden Fry. In their advertisements of the said brand, Bidco was making claims that, among others, the oil is packed with anti-oxidants and is immune-boosting. The complainant alleged that the claims were not substantiated by Bidco.	Section 60 (1)	The Authority's investigations did not establish any violations of the Act by the Accused. The case was closed.
	Elizabeth Kwambai vs Kamindi Savanah Supermarket	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant alleged that she purchased olive oil which was expired from Kamindi supermarket. She tried to return but it was declined.	Section 55 (a) (i) & (ii) 56(2) (a), (b), (d) & e and section 63 and 64	Upon the Authority's intervention, the Accused refunded the Complainant. The Accused was also issued a warning letter by the Authority. The case was closed.
	Christopher Murugami Muiruri vs Musoni Ltd	Finance and Insurance	The Complainant alleged that Musoni Microfinance unlawfully repossessed and disposed his vehicle without his knowledge and he was charged interest on loan at 40% instead of 23% as per loan agreement	Section 55 and 56	The Authority's investigations did not establish any violations of the Act by the Accused. The case was closed.
	Lawrence Mwirigi vs Progressive Credit Ltd	Finance and Insurance	The Complainant alleged that Progressive Credit Limited repossessed his motor vehicle in total disregard of business environment due to covid-19 pandemic. Further, he was not given all the information in writing concerning high monthly interest and penalties.	Section 55	The Authority's investigations did not establish any violations of the Act by the Accused. The case was closed.
	Kenneth Ogembo vs Prudential Assurance	Finance and Insurance	The Complainant took a life assurance cover which however he was not able to continue paying for due to reduced income after covid19 struck. He sought to terminate the cover and receive his refund but was told that he would lose all his savings of Ksh.60, 000 if he terminates it.	Section 55, (a) (i))60 (1) and 59(a), 2(a)	Upon the Authority's intervention, the Accused refunded the Complainant. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Titus Nzioki vs Yaken Enterprises	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased a car washing machine which had developed issues and the Accused had been repairing it repeatedly to a level the technician had said it could not be repaired anymore. The Accused had allegedly refused to replace it.	Section 55(a)&60(1)	Upon the Authority's intervention, the Accused refunded the Complainant. The case was closed.
	Nanjetec vs Wells Fargo	Transportation and Storage	The Complainant sent laptops to Mombasa through courier services of the Accused but they were not delivered allegedly leading to a loss of Ksh. 2 million.	N/A	The matter was found not to be within the mandate of the Authority and was forwarded to the DCI. The case was closed.
	Charles Kamunya vs Kenya Airways	Transportation and Storage	The Complainant was wrongly cancelled from a flight which made him spend more on a different flight and the Accused has failed to refund him	Section 55 (a) (ii) and 56 (1) (2) (a), (b), (c), (d) & (e)	Upon the Authority's intervention, the Accused refunded the Complainant. The case was closed.
	Duncan Kinyanjui vs Modern Coast	Transportation and Storage	The Complainant failed to travel due to COVID related cancellation but modern coast has failed to refund him.	Section 55(a)(i) and 60(1)	The Complainant was advised that the Accused had gone under. The case was closed.
	Sahra Ahmed vs Mekan EA Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased a mattress which got spoiled within three months and began leaking a blue liquid.	Section 55 (a) (i)	The Complainant was advised that the Accused had gone under. The case was closed.
	Benson Ojwang vs Mwananchi Credit	Finance and Insurance	The Complainant alleged that his loan balance at Mwananchi was inflated without his knowledge and efforts to have it corrected were futile.	56(1)(3)&(4)	Upon the Authority's intervention, the Accused corrected the Complainant's loan balance. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Riaz Gilani vs KAPS Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant alleged that he was charged parking fees higher than is normal yet the charges are not well displayed by the Accused at the Highridge Mall.	55(a)(i)	Following the Authority's intervention, the Complainant was refunded Ksh. 50. The case was closed.
	David Wafula vs Britam Life Assurance Ltd	Finance and Insurance	The Complainant wrote to Britam communicating his intention to transfer his Individual Pension Plan Policy to CPF Financial Services and requested timelines for the transfer. He was allegedly frustrated and ignored by the Accused since he made the decision to move his Individual Pension Plan to CPF Financial Services. The Accused refused to transfer his funds.	55(a)(i)	Through the Authority's intervention, the Accused resolved the matter. The case was closed.
	Elizabeth Kyambi vs Servicescope Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased a 10kg top cold/ hot washing machine from Servicescope at a discounted cost of Ksh. 200, 000. From the onset its usage, she would get simple and minor machine errors. Serviscope convinced her to pay for repairs and finally get a buyer for her machine.	57(1)	The Complainant did not respond to requests for more information. The case was closed.
	Rose Nzuki vs Reshman International	Wholesale and retail trade; repair of motor vehicle and motorcycles	In 2018, the Complainant purchased a 55' TV from Carrefour, which TV was supplied to them by Reshman International. The TV developed a screen/display issue in February, 2021 and she took it to Carrefour who then sent it to the Accused for assessment and repairs. The TV was out of warranty and consequently she was asked to pay for the repairs.	Section: 55(b)(v); 56 (1), (2) (a)(d) (e); Section 64 (1)	The Complainant did not respond to requests for more information. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Sheila Issenberg vs Kenya Power	Electricity, Gas, Steam and Air Conditioning Supply	The Complainant is a director at Watoto World Center (WWC). She alleged that on 17th February, 2022, KPLC arrived without notice to WWC, disconnected their power, and further removed the poles that WWC had paid for, despite the fact that they had faithfully paid their bills since inception. KPLC was demanding additional deposit to support their contract, without providing any basis or justification for the additional deposit billing.	Section 56(1)(2)(a)&(b)	The matter was found not to be within the mandate of the Authority and was forwarded to EPRA. The case was closed
	Hellen Munguti vs FEP Sacco	Finance and Insurance	The complainant allegedly had made deposits amounting to Ksh. 25,000 and capital shares amounting to Ksh. 10,000 to FEP Sacco. However, FEP Sacco refused to release her deposits upon her request to exit.	55 (a) (v) (b) (v) and 56 (1) (2) (a) & (d)	Through the Authority's intervention, FEP Sacco refunded the Complainant. The case was closed.
	Jane Mutiso vs Modern Coast Bus	Transportation and Storage	The Complainant alleged that she booked modern Coast bus to travel to Busia but they did not adhere to the agreed departure time and she decided to cancel the trip and be refunded fare.	56(1)(2)(a)(b)&(d)(3)&(4	The Complainant was advised that the Accused had gone under. The case was closed.
	Janeffer Nzioki Vs Royal Mabati Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Complainant purchased roofing material from the Accused and upon making the full payment, she was informed that delivery would be done within two (2) weeks. However, the Accused did not deliver the iron sheets within the promised time.	55(a)(i)&(v), 56(1)(2)(a)&(e) of the Act, and Article 46(1)(c)&(d) of the Constitution.	Through the Authority's intervention, the Accused delivered the roofing material to the Complainant. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	John Wanyonyi Vs Safaricom Investment Co-operative Ltd	Financial and insurance activities	The Complainant alleged that he made an investment with the accused for one of their land projects. The accused breached the contract thus forcing him to seek for a refund of his investment which the accused has been reluctant to effect.	Sections 55(a)(i) & 55(b)(v) and 56(1) & (4), 56, (2) (a),(d),& (e)	Ongoing
	Faith Owuor vs Pyjama Loft Me	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that she ordered and paid for goods from Pyjama Loft Me but they were never delivered as per the agreed timelines. Her request for refund was delayed and never processed at the time the complaint was registered.	Sections 55(a)(v) and 56(1)(2)(a) (d) &(e)	Before the Authority initiated Investigations, the complainant confirmed that she had received her refund and was satisfied with the resolution. The case was close
	Peter Amukhobe vs Fones Direct Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he was sold a Samsung phone with wrong features as presented by the accused's sales agent. The value of the phone was Ksh. 22,000.	Section 56(1) (2)(a), (b)(d) and (e)	Following the Authority's intervention, the complainant was refunded his full purchase price. The case was closed.
	Simon Karanja vs Platinum Credit Ltd	Financial and insurance activities	The complainant alleged that he took a Ksh. 219,000 loan from Platinum Credit in 2014 but despite having repaid Ksh. 353.567, Platinum was demanding an additional Ksh. 501,320.	Sections 55(a) (ii) and (b) (v),56 (1), (2) (a) (d) & (e)	It was established that there was no contravention of the Act. The case was closed.
	Carrie Njeri vs Centsavvy	Financial and insurance service activities	The complainant alleged that she was compelled to sign loan documents which she later realized were not properly filled/signed. The loan was also being overcharged and the accused had refused to return one of the title deeds used as collateral.	Sections 55(a) (ii) and (b) (v),56 (1), (2) (a) (d) & (e)	Through the Authority's intervention, the complainant chose to clear the remaining balance of the loan and have the title deeds returned to her. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK vs Rok Industries	Manufacturing	The Authority initiated investigations into false or misleading representations and non-adherence to Kenyan standards by manufacturers of baby food products.	Sections 55 (a) (ii) & (b) (v), 56 (1), (2) (a) (d) &108 €	After investigations, it was established that the label of Rokman's Butter Candy and White Mint Pops manufactured and sold by Rok Industries Ltd contravened the Labelling KS EAS 38:2014 Standard– (Labeling of Pre-packaged Foods – General Requirements) that requires the best before date to be included in the labels. ROK industries went ahead to change the labels as per the Authority's requirements. The case was closed.
	CAK vs Juhudi Kilimo Microfinance Bank	Financial and insurance activities	The Authority initiated investigations to establish whether there was unconscionable aspects in loan products offered by microfinance institutions.	Sections 55 (a) (ii) & (b) (v), 56 (1), (2) (a) (d) & (e)	Ongoing
	Wycliff Ochieng vs Fargo Courier	Transportation and Storage	The complainant alleged that the accused damaged his laptop on transit and the accused refused to take responsibility and to compensate him.	Sections 55 (a) (ii) & (b) (v), 56 (1), (2) (a) (d) & €	The complainant failed to provide evidence to support his allegations. The case was closed.
	CAK and Alison Products Ltd	Manufacturing	The Authority initiated investigations into claims made by Alison Productss on their cosmetics products	Sections 55(a)(i) & 59	Ongoing
	CAK vs Mafleva International Ltd	Manufacturing	The Authority initiated investigations into claims made by Mafleva International on their cosmetics products	Sections 55 (a) (i) & 59 (1) (a)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK vs Flame Tree Africa Ltd	Manufacturing	The Authority initiated investigations into claims made by Flame Tree on their cosmetics products.	Sections 55 (a) (i) & 59 (1) (a)	Ongoing
	CAK Vs Johnson & Johnson (Pty) Ltd	Manufacturing	The Authority initiated investigations into claims made by Johnson (PTY) Ltd on their cosmetics products.	Sections 55(a)(v),56(1), 56(2)(a) & (d) 56(3) and 56(4)	Ongoing
	CAK Vs Chemi and Chemi & Cotex Industries LTD	Manufacturing	The Authority initiated investigations into claims made by Chemi & Cortex Industries Ltd on their cosmetics products	Sections 55(a) (i), 55(b)(ii), 56(1) and 56(2)(a), (d) & (e)	Ongoing
	Michael Kihara Vs Momentum Credit Ltd	Financial and insurance activities	The complainant alleged that he contacted Momentum Credit on 4th November, 2020 in their Mombasa offices for a KES 100,000 logbook loan. However, Momentum disbursed the loan amount to his account before disclosing all the terms and conditions as well as the charges and fees.	Sections 55(a) (ii), 55(b)(v), 56(1) & 56(2) (a) & (d)	Ongoing
	Kedolwa Waziri VS Bitrate Digital Solutions	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that she purchased a defective laptop from Bittrate Digital. At the time of purchase, she was assured that the machine was 100 per cent functional and that it had a one-year warranty. Bitrate digital was neither willing to refund her nor give her a replacement.	Sections 55 (a) (i), 55(b) (v) & 60(1)	Ongoing

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Olive Wamaitha Njogu VS Family Bank	Financial and insurance activities	The complainant alleged that she received an early retirement package after retiring as a credit manager at Family Bank. She had a mortgage loan she was servicing too. She settled the amount in August, 2020. However, the bank refused to give her the 20 % waiver on the loan as had been promised in her exit letter.	Sections 55 (a) (v), 56(1) (2)(a)(b)(d)	Ongoing
	CAK Vs Jak Industries Ltd	Manufacturing	The Authority initiated investigations into false or misleading representations and non-adherence to Kenyan standards by manufacturers of baby food products.	Section 60 (1)	Ongoing
	Solomon Muei Vs Platinum Credit Ltd	Microfinance	The complainant alleged that he obtained a loan of Ksh.114, 900 from PLC and by the time the vehicle was repossessed he had already paid Ksh. 127,000. On the day he cleared the loan as agreed with the loan officer, his vehicle was sold off without being informed.	Sections 55(a) (ii), 55(b)(v), 56(1) & 56(2) (a) & (d)	Ongoing
	Career Option Ltd Vs Rwandair	Transportation and Storage	The complainant alleged that charges for flight change imposed by Rwanda Air for 4 flights did not comply with legal requirements on Unilateral fees and charges and Rwanda Air methods, procedure policies and practices for effecting flight changes are discriminatory.	Sections 55(a) (i), 55(a) (v), 56(1), 56(2) (a) & (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Daniel Maina Vs Safaricom PLC	Telecommunications	The complainant alleged that he purchased a 4G Lite box at a cost of Ksh 11, 000 and a 5MBps internet plan with Ksh 5,500 monthly payments. He paid a total amount of Ksh 16, 500 at the time. Later, his internet service gadget developed a malfunction. After calling the customer care, he was informed that he had a debt of Ksh 3, 100.	Sections 55(a) (v), 56(1), 56(2) (a) & (d), 56(3) and 56(4)	Ongoing
	Francis Njoroge vs 748 Air Services Limited	Transportation and Storage	The complainant alleged that the accused party had been running misleading advertisements on charges for flights from Nairobi to Malindi.	Sections 55(b) (v), 56(1), 56(2) (a), (d) & (e)	The Authority's investigations established that the evidence provided by the complainant was found to be inadmissible. The case was closed.
	Mary Chepsergon vs FEP Sacco Society	Financial and insurance activities	The Complainant alleged that he opened a fixed deposit account with the accused for a period of 6months starting from December 2019. After the expiry of the investment period the accused party refused to refund the principal amount invested by the complainant	Sections 55(a) (ii), 56(1), 56(2) (a), (b) (d) & (e)	Ongoing
	Rebecca Nguru vs Aquantuo Kenya	Transportation and Storage	The complainant alleged that Aquantuo Kenya misrepresented their charges for shipping freight and only waited until the goods she was purchasing from the US were delivered to their warehouse in the US to disclose additional charges	Sections 55(a) (ii), (55) (b) (i), 56(1), 56(2) (a), (d) & (e), 56 (3)	Ongoing
	Martha Kariuki Vs FEP Sacco	Financial and insurance service activities	The Complainant alleged that he was a member of FEP Sacco and she wanted to withdraw from the Sacco. However, her efforts to get her dues were futile.	Section 56 (1) & 56(2) (a)(b)(d)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Charles Sirengo vs Safaricom Investment Cooperation	Real Estate Activities	The Complainant alleged that he made an investment with the Safaricom Investment Cooperation for one of their land projects. However, the accused breached the contract warranting him to request for a refund of his investment which the accused was reluctant to effect.	55(a) (i) & 55(b) (v) and 56(1) & (4), 56,(2) (a),(d),& (e)	Despite several reminders by the Authority, the complainant failed to provide evidence to substantiate these allegations which would have aided the investigations. The case was closed.
	Celestine Meso vs Safaricom Investment Cooperation	Real Estate Activities	The Complainant alleged that she made an investment with the accused for one of their land projects. However, the accused breached the contract warranting her to request for a refund of her investment which the accused has been reluctant to effect.	55(a) (i) & 55(b) (v) and 56(1) & (4), 56,(2) (a),(d),& (e)	Ongoing
	Rukiya Idarus Vs Imail Kenya	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant alleged that he bought products from a foreign nation which were shipped by the accused but some of her products were missing upon delivery.	Section 55 (a) (ii) 56 (1), 56 (2) (a) (e) and (e)	Ongoing
	Jonathan Mburu Vs. Jumia	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant alleged that he had been charged for items labelled "free delivery"	Section 55 (a)(v) 55(b) (i), 56(2) (a) (b) (d) & (e), 56(3)	The Authority's investigations established that the evidence provided by the complainant was found to be inadmissible. The case was closed.
	Martin Okinyi Vs Rockfield Junior chool	Education	The complainant alleged that he had been informed about additional school fees verbally contrary to what was officially communicated to him.	Section 55 (b) (i), 56 (1) (2) (a) (b) (d) and (e), 56(3) & 56(4)	Despite several reminders by the Authority, the complainant failed to provide evidence to substantiate these allegations which would have aided the investigations. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Peter Muhuri Vs. Modecai	Services-Personal services	The complainant reported that their water meter was faulty and were being overcharged	N/A	After investigations, it was established that the matter involved water usage, regulation of water charges and higher water bills due to an alleged faulty meter. The case was closed and forwarded to WASREB.
	Joseck Mukana vs Faulu Microfinance Bank Limited	Financial and insurance service activities	The complainant alleged that he took a loan from the accused and cleared it in two years' time However, the accused has refused to clear the loan from their system.	Sections 55 (a) (ii),56 (1) (2) (a), (d) & (e)	Despite several reminders by the Authority, the complainant failed to provide evidence to substantiate these allegations which would have aided the investigations. The case was closed.
	Flavian Mutamba vs Safaricom Investment Cooperative Society Limited	Real Estate Activities	The complainant alleged that he invested Ksh 99,000 for a piece of land offered by SIC. SIC failed to meet its obligations under the sale agreement prompting the complainant to demand for a refund.	55 and 56 (1)	Through the Authority's intervention, the complainant was satisfied with the refund of the full amount of Ksh. 99,000. The case was closed.
	Jamilah Mutah vs Safaricom Investment Cooperative Society Limited	Real Estate Activities	The Complainant alleged that she made an investment with the accused for one of their land projects. The accused breached the contract warranting her to request for a refund of her investment which the accused has been reluctant to effect.	Section 55 (a) (i) & (b) (v), 56 (1), (2) (a)(d) & (e)	Ongoing

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Patrick Munene vs DPL Festive Limited	Manufacturing	The complainant alleged that he bought bread processed by the accused that did not clearly outline the expiry date.	Section 55 (a) (i) and 60 (1)	The labelling of DPL Festive bread was found to be non – compliant with the requirements of relevant information consumer safety and information standards, namely; KS EAS 43:2012 and KS EAS 38:2014.The case was closed after the accused revised their labels to comply with the KS standards.
	James Karanja vs Royal Mabati Factory Ltd	Manufacturing	The complainant alleged that he ordered and paid for Box Profile iron sheets from the accused having agreed that they would be delivered within 14 days. The accused failed to honor their promise.	Section 56(1) (2)(a) (d) & (e)	Through the Authority's intervention, RMFL delivered the complainant's order on 3rd November, 2021. The case was closed.
	George Ooko Vs Ikonia Holdings Ltd (Sun Beam Bread Manufacturers)	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that he purchased a 400gm loaf of bread manufactured by Sun Beam Bread which on weighing, he realized it was only 201.3gm.	N/A	The case was closed as the matter was referred to Department of weights and measures pursuant to section 38 of the Act.
	Marjan Tabalya Vs Computer Village International Ltd	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that he purchased a faulty wireless laptop and wireless keyboard from the accused. He returned it to the vendor but was harshly dismissed from the shop and they were reluctant to give alternative solution.	Section 56 (1) (2) (a); 63(d) and (64)(1)	The accused party resolved the matter before the Authority's intervention. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Joshua Kilonzo Mutisya Vs Sidian Bank Ltd	Financial and insurance service activities	The complainant alleged that he took an asset financing facility from Sidian Bank Limited and used the Bank's Insurance broker, Amaco Insurance Co. Ltd. The vehicle was involved in an accident and Amaco failed to pay for the insurance cover even with the intervention of the bank.	56(1)(2)(a), (b)(d) and (e)	Ongoing
	Esther Mwenga Vs Bolt	Transportation and storage	The complainant alleged that she hired a Bolt taxi but was overcharged and paid Ksh. 2,740 instead of Ksh. 500.	Sections 55(b)(i); 56(1)(2)(a), (d) and (e)	The investigations did not establish any violation of the Act by the accused. The case was closed.
	Melvine Obongo and Royal Mabati LTD	Manufacturing	The complainant alleged that he purchased 40 iron sheets at Ksh. 51,600 which were to be delivered immediately. However, RML failed to deliver promptly after payment but instead asked him to revise his invoice upwards by Ksh 10,800 or revise the number of iron sheets downwards, contrary to the initial agreement. He finally consented to the latter but nothing has been delivered yet.	Sections 55 (a) (ii) & (b) (v), 56 (1), (2) (a) (b) (d) & (e)	Ongoing
	Jared Odhiambo Ngesa Vs Royal Mabati Ltd	Manufacturing	The complainant alleged that in February 2022, she purchased roofing materials from Royal Mabati worth Ksh. 102,300.00. RML's media adverts promised delivery in two (2) weeks after payment. The consignment is yet to be delivered.	Sections 55(a) (ii) and (b) (v),56 (1), (2) (a) (d) & (e)	Ongoing
	Luke Chasia Vs Royal Mabati Ltd	Manufacturing	The complainant alleged that he purchased roofing materials from RML worth Ksh. 67,100.00 and was assured that the materials would be delivered three (3) weeks after payment. However, the roofing materials are yet to be delivered.	Sections 55(a) (ii) and (b) (v), 56 (1), (2) (a) (d) & (e)	Ongoing

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Duncan Tumaini Charo Vs Royal Mabati Ltd	Manufacturing	The Complainant alleged that he placed an order with RML on 31st January, 2022 and was informed that delivery would be done in two-week time. However, up to date he is yet to receive his order. Further, RML no longer picks up his calls.	Section 55 (a) (ii) & (b) (v), 56 (1), (2) (a) (d) & (e)	Ongoing
	Lilly Shivoka Vs Royal Mabati Ltd	Manufacturing	The Complainant alleged that she bought roofing material from RML worth Ksh. 128,700.00 on 27th April, 2022. She was promised that delivery would be done within 14 working days. However, she has not received her materials and RML agents no longer pick up her calls.	Section 55 (a) (ii) & (b) (v), 56 (1), (2) (a) (d) & (e)	Ongoing
	Milton Odongo Vs Royal Mabati Ltd	Manufacturing	The Complainant alleged that he purchased roofing materials from RML at Ksh. 256,500. The accused assured him delivery would be made within two (2) weeks. He is yet to receive it. He completed roofing his house and the roof of house is now rotting due to the heavy rainfall.	Section 55 (a) (ii) & (b) (v), 56 (1), (2) (a) (d) & (e)	Ongoing
	CAK Vs Regeria Ltd	Manufacturing	The Authority initiated investigations into Regeria Ltd's product, following a KEBS study which indicated that the product had aflatoxin of higher levels that would affect the health of consumers.	Section 55(a)(i) & 59	Ongoing
	CAK VS UNGA Ltd	Manufacturing	The Authority initiated investigations into Unga Ltd's product, following a KEBS study which indicated that the product had aflatoxin of higher levels that would affect the health of consumers.	Section 55(a)(i) & 59	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Davis Wafula Wamalwa Vs Royal Mabati Ltd	Manufacturing	The Complainant alleged that he bought 60 pieces of iron sheets, 15 ridges and 3 valleys from the accused in 11th January, 2022. Five (5) months later, he is yet to receive any communication from the accused regarding the delivery.	Section 55(a) (ii) and (b) (v), 56 (2) (a), (d), (e)	Ongoing
	CAK Vs Uwezo Maize Millers Ltd	Manufacturing	The Authority initiated investigations into Uwezo Maize Millers Ltd's product, following a KEBS study which indicated that the product had aflatoxin of higher levels that would affect the health of consumers.	Section 55(a)(i) & 59	Ongoing
	Paul Agonda vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that he had placed an order for iron sheets and after making the full payment, the accused informed him that the iron sheets would be delivered to him within two (2) weeks. However, two months later, the accused is yet to make the delivery.	Section 55(a) (ii), 55(b)(v), 56(1), 56(2) (a), (d) & (e)	Ongoing
	Patrick Mugitari Macharia vs Platinum Credit	Financial and insurance service activities	The complainant alleged that one of the accused's agents marketed to him the accused's loan facilities and repayment terms which convinced him to take up a loan. However, upon default, the accused charged him interest at a rate higher than that which was marketed to him and further required him to pay appraisal fees, agency fees and collection fees which were not previously disclosed to him before taking the loan.	Sections 55(a)(v); 56(1), 56(2) (a) & (d); 56(3) and 56(4)	Ongoing

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Gilbert Matete vs Crochet Wigs Online Shop	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that he purchased a wig that was advertised on the accused's Instagram page as semi-human in quality, with a lace lining and an adjustable elastic band. However, the wig that was delivered was of synthetic quality, had no lace lining and no adjustable elastic ban. The accused refused to replace the wig or refund the complainant.	Section 55(a) (i), 55(b) (ii), 56(1) and 56(2)(a), (d) & (e)	Ongoing
	Sila Kisavi vs FEP Sacco Society Limited	Financial and insurance service activities	The complainant alleged that after issuing the accused with a formal notice to withdraw from membership of the SACCO, the accused failed to refund his deposits within sixty (60) days as required by the SACCO's Bylaws.	Section 55(a) (ii), 55(b)(v), 56(1) & 56(2) (a) & (d)	Ongoing
	CAK vs U Fresh Foods Limited	Manufacturing	The Authority initiated a sector wide investigation requiring manufacturers and distributors of flavored drinks to substantiate on the claims made on their products.	Section 55 (a) (i), 55(b) (v) & 60(1)	Ongoing
	ANTONY ADONGO VS MY CREDIT LIMITED	Financial and insurance service activities	The complainant alleged that he took a loan facility with MyCredit Limited on 29th March, 2021 for Ksh 200,000 which he guaranteed using his vehicle KAL 223C as the attached collateral for the loan. The complainant made payments worth Ksh 165, 300 towards settling the loan. However, this amount was more than the pending loan balance. Efforts to get the refund on the excess charges have proved futile.	56 (1) and (2) (a) & (d)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Mark Odera Vs Mkopa	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that on the 28th January 2022, he bought Nokia C30 phone from M-Kopa. He paid Ksh. 3,000 as the initial deposit and Ksh. 500 as part of the daily instalments (Ksh. 60 daily) of hire purchase. He was informed that, in the event of the phone not working as expected, he could return the phone and if this was done within 0- 30 days after purchase, he would receive 100% refund of the initial deposit. However, upon returning the phone as it had a technical issues, the accused only refunded him Ksh. 999 as opposed to the whole initial deposit promised yet he had only had the phone for a few days.	Section 55(a) (i), 55(b)(v), 56(1), 56(2) (a), (d), (e)	Following the Authority's intervention, the accused resolved the matter through refunding the complainant Ksh 2,000. The case was closed.
	Thomas Mboya vs Coast Infotech Solutions	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that he purchased a laptop from the accused and was given a six-month's warranty that only excluded power-related issues. The laptop's touchpad stopped functioning after two months and when he took it to the accused, he was required to meet the cost of the repair of the touchpad.	Section 55(a) (ii), 55(b)(v), 56(1) & 56(2) (a) & (d)	Ongoing
	Martin Njuki vs Savannah Honey	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that he purchased 20 Langstroth beehives from the accused after being impressed by the quality of the beehives he saw on display at the accused's shop. However, the bee hives that were delivered to his farm were of a different quality compared to those that were displayed at the accused's shop.	Section 55(a) (i), 55(a)(v), 56(1), 56(2) (a) & (e)	Ongoing

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Anthony Nderitu vs Kenya Commercial Bank	Financial and insurance service activities	The complainant alleged that he secured a credit facility from the accused. However, he was charged debit interest which he had not been informed about and late payment interest fees based on billing and repayment cycles that had not been explained to him before taking the credit facility.	Section 55(a)(v), 56(1), 56(2)(a) & (d), 56(3) and 56(4)	Ongoing
	Ismael Masankwa vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that he purchased iron sheets from the accused and after making the full payment, he was informed that the iron sheets would be delivered to him within two (2) weeks. However, his iron sheets are yet to be delivered.	Section 55(b)(v), 56(1), 56(2)(a), (d) & (e)	Ongoing
	Tobias Lule vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that he purchased iron sheets and after making the full payment, he was informed that the iron sheets would be delivered to him within two weeks. Seven months later, he is yet to receive his iron sheets.	Section 55(a)(ii), (55)(b)(v) 56(1), 56(2)(a), (d) & (e)	Ongoing
	Teresiah Mwangi vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that he purchased roofing materials from RML and after making the full payment, she was informed that the materials would be delivered to her within two (2) weeks. However, RML is yet to deliver the materials to her.	Section 55(a)(ii), (55)(b)(v), 56(1), 56(2)(a), (d) & (e)	Ongoing
	Evans Morangi Onyambu vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that he purchased roofing materials from RML and after paying the final installment, he was informed that the iron sheets would be delivered to him within two weeks. However, the materials are yet to be delivered.	Section 55(a)(ii), (55)(b)(v), 56(1), 56(2)(a), (d) & (e)	Following the Authority's intervention, the accused resolved the matter by delivering the iron sheets to the complainant. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK vs Prime Power Batteries East Africa Limited	Manufacturing	The Authority received information that the accused was misleading consumers regarding the capacity and place of origin of their batteries by removing the stickers placed on the batteries and replacing them with locally produced stickers which contain the misleading information.	Section 55 (a) (v) & 55(b) (3)	Ongoing
	Kate Kiguru vs Villa Care Kenya Limited	Real Estate	The complainant alleged that the accused made false claims regarding the quality of their apartments and the availability of some facilities within the apartments. The accused was unresponsive to her grievances and requests for the necessary repairs.	Sections 55(a) (i), 55(a) (v), 56(1), 56(2) (a),(d) and (e)	Ongoing
	CAK vs Premier Cosmetics	Manufacturing	The Authority initiated investigations into claims made by Premier Cosmetics on their cosmetics products.	Section 55 and 60	Ongoing
	Tabu Karani vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that he purchased iron sheets and after making the full payment, he was informed that the iron sheets would be delivered to him within two weeks. However, the delivery was not made within the two weeks.	Section 55(a) (ii), (55) (b) (v); 56(1), 56(2)(a), (d) & (e)	Ongoing
	CAK vs Ridges Ritz Millers Limited	Manufacturing	The Authority initiated a sector wide investigation focusing on misleading labeling claims on ingredients on maize and wheat flour products.	Section 55(a) (i) and 59	Ongoing
	CAK vs Rest Foods Products	Manufacturing	The Authority initiated a sector wide investigation focusing on misleading labeling claims on ingredients on maize and wheat flour products.	Section 55(a) (i) and 59	Ongoing

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Rebecca Nguru vs Aquantuo Kenya	Transport and Storage	The complainant alleged that the accused was engaging in misleading advertisement through their social media pages by claiming that their shipping charges are calculated based on the actual weight of the package whereas in practice the charges are based on the volumetric weight package.	Section 55 (a) (ii), (b)(i), 56(1), 56(2) (a), (d) & (e) and 56(4)	Ongoing
	John Nyakibari vs Platinum Private Lending	Financial and insurance service activities	The complainant alleged that the accused had changed the repayment terms of his motorcycle loan without his consent and had refused to transfer ownership of the motorcycle to him even after he had completed repaying the loan.	Section 56(1), 56(2) (a) & (d), 56(3) and 56(4)	Ongoing
	Lilian Anyango Dinga vs Quickmart	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that she had bought a cooker from the accused but the cooker was not working since its hose pipe was incompatible with her gas cylinder.	Section 55(a) (i), 56(1), 56(2)(a), (d) & (e)	Following the Authority's intervention, the accused was able to guide the complainant on the proper way to operate the cooker and after following the instructions, the cooker was fully operational. The case was closed.
	Nidhi Jain vs Travelsaycom Booking	Tourism	The complainant alleged that he and other persons, booked and paid for a holiday with the accused at a destination of their choice. However, on their scheduled day of travel, the accused gave them directions to a different location that was of lower quality compared to what they had paid for.	Section 55(a) (ii), 55(a) (v), 55(b)(i), 56(1), 56(2) (a), (b) (d) and (e)	After investigations, it was established that the matter involved tourism. The matter was referred to the Tourism Regulatory Authority for determination. The case was closed.
	Agnes Wahome vs Toyota Kenya Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that she bought a new car from Toyota Kenya which developed a battery malfunction and after replacing it, the car would still not restart.	Section 55(a) (i), 56(1)(2) (a) (d) & (e) and 64	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Arnold Okanga vs Jubilee Insurance	Financial and insurance activities	The complainant alleged that he paid for maternity costs which he had sought authorization from Jubilee insurance, to go ahead and pay the bill and then seek reimbursement later. When he sought to be reimbursed, they failed to refund him the full amount.	Section 55(b) (i), 56(1)(2) (a)(c)	Ongoing
	Albert Onzere Vs Royal Mabati Ltd	Manufacturing	The complainant alleged that he purchased iron sheets and after making the full payment, he was informed that the iron sheets would be delivered to him within two weeks. However, the delivery was not made within the two weeks.	Section 55(a) (ii), (55) (b) (v); 56(1), 56(2)(a), (d) & (e) of the Act.	Ongoing
	Phillip Manje Vs Stanbic Bank Ltd	Financial and insurance activities	The complainant alleged that on 30th April 2022, he paid Ksh. 247,000 against the amount due of Ksh. 247,811.33, being the amount used on his credit card. The unpaid amount on the due date of 3rd May, 2022 was Ksh. 811.33. However, by 8th May 2022, an interest charge of Ksh. 7,282.69 had been levied on the card. He could not understand how Ksh. 811.33 would attract such an interest in a span of a few days.	Section 55 (b) (v), 56 (1), (2) (a) (c) (d) & 56 (3)	Ongoing
	Competition Authority of Kenya Vs Green forest honey	Manufacturing	The Authority initiated investigations into labelling done by Green Forest Honey on their Honey products.	Section 55 (a) (i), 60 (1)	Ongoing
	Juspah Mwaisaka vs Maggietronics	Wholesale and retail trade; repair of motor vehicles and motorcycles.	The complainant alleged that he bought a Samsung Galaxy S10+ from the accused after being assured that the phone was waterproof. He tested this feature of the phone and unfortunately the phone went off and he was unable to use it.	Section 55(b) (i), 56(1)(2) (a)(d) and (e)	Ongoing

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Nandhu Jayakumar vs Glovo	Wholesale and retail trade; repair of motor vehicles and motorcycles.	The complainant alleged that he purchased an Aux Cord Cable from the accused and received an invoice of Ksh. 550.00 which he paid by card. However, Ksh. 1400.00 was deducted instead of the amount on the invoice.	Section 55(b) (i), 56(1)(2) (a) and (e)	Ongoing
	Charles Nyamai vs imarisha Mabati	Wholesale and retail trade; repair of motor vehicles and motorcycles.	The complainant alleged that he bought roofing materials from Imarisha Mabati and was guaranteed that the iron sheets have a fade free guarantee of five years. His roofing sheets faded in less than three years.	Article 46(1) (a) and (c) , section 55(a) (i), 56(1)(2) (a)(d) and (e)	Ongoing
	Chacha Rioba Julius Vs Naqeeb Enterprises Ltd	Wholesale and retail trade; repair of motor vehicles and motorcycles.	The complainant alleged that he paid Ksh .755, 000 for a Mazda Demio that was being sold by the accused. However, after 28 days of using the car, the car started producing abnormal sounds amidst a possible engine problem. He returned the car to Naqeeb's yard and sought the engine replaced or his money refunded. He is yet to receive any redress from the accused.	Section 55 (a) (i) (v), 56 (1) (2) (a) (b) (d) & (e)	Ongoing
	Benard Achacha vs Startimes	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that he bought a TV from Startimes that malfunctioned. It was taken for repair and returned after three months. Two months later, it developed technical issues and the TV has been in the accused's possession from September, 2021.	Section 55(a) (i), 56(1)(2) (a)(d) and (e), Section 64	Ongoing
	Carol Kainamia Vs Fresh Farm Produce	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complaint alleged that she bought food online from an instagram vendor which was never delivered.	N/A	After investigations, it was established that the matter involved fraud and the complainant was advised to pursue the matter through the DCI. Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Joseph Ituka vs Jemfri Mabati	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that he bought iron sheets from the accused, who in turn supplied him with iron sheets of poor quality.	N/A	After investigations, it was established that the matter involved the quality of the mabati. The complainant was advised to pursue the matter through KEBS. Ongoing
	Phyllis Wanjiku Vs Ngamia 3 electronics	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that he bought an electric jug from the accused and was given a one-year warranty. The kettle stopped functioning after 8 months and she took it back for repair as it was within the warranty period. However, the accused refused to repair the kettle or refund the complainant.	Section 55(a)(i), 56(1)(2)(a) and Section 64	Ongoing
	Paul Charles V Royal Mabati Factory Limited	Manufacturing	The complainant alleged that he purchased iron sheets from the accused and was assured that the same would be delivered in a week's time. The accused failed to deliver and upon asking for a refund, he was informed that he needed to fill out a form and present his national ID card. He is yet to receive the amount owed to him.	Section 55(a)(ii), 56(1)(2)(a)(b)(d) and (e)	Ongoing
	Everlyne Chiru vs Mountain Top Publishers	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that she purchased books from the publisher who failed to deliver the books within the stipulated timeframe.	Section 55(a)(ii), 56(1)(2)(a)(d) and (e)	Ongoing
	CAK Vs Organa Honey	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Authority investigated the allegation of a suo moto case on Honey to check on compliance with the requirements of the KEBS standard (KS EAS 36: 2020-Honey specification standard).	Section 55(a)(i) and Section 60(1)	Ongoing

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Isaac Kipkemei Vs Pana Music Centre	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that he had an issue with his phone and consequently took the phone to the accused for assessment and repair. He paid money to PMC so that his phone could be assessed. However, they did not give the technician his phone but instead, asked him to pay money for screen repair which he was later told was not the issue by the accused.	Section 46(1)(a)(c), Section 55(a)(ii), Section 56(1)(2)(a)(d) and (e)	Ongoing
	Peter Njeru Namu V Baron Capital	Financial and insurance activities	The complainant alleged that the accused over-charged the loan repayment and erroneously computed the loan repayment amount payable.	Section 55(a)(ii), section 56(1)(2)(a)(b)(c)(d) ,Section 56(3) and (4)	Ongoing
	Erick Ambuche Vs Muhindi Mweusi	Wholesale and retail trade; repair of motor vehicles and motorcycles	The complainant alleged that he purchased cellotape from the accused. The shelf price was different from what he paid at the counter.	N/A	The Authority's investigations established that the evidence provided by the complainant was found to be inadmissible. The case was closed.
	Boniface Muraguri Vs Wananchi Group (Zuku)	Telecommunications	The complainant alleged that Wananchi Group (Zuku) offered him free WiFi but still proceeded to charge him the full amount for the internet contrary to the advertised package.	Section 55(a)(ii), 56(1)(2)(a)(b)(d) and (e)	Ongoing
	Moses Wekesa Vs Royal Mabati Ltd	Manufacturing	The complainant alleged that he purchased iron sheets and after making the full payment, he was informed that the iron sheets would be delivered to him within two weeks. Despite making numerous efforts to follow up on the matter, he is yet to receive his materials.	Section 55(a)(ii), (55) (b)(v); 56(1), 56(2) (a), (d) & (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Caleb Simiyu Vs Royal Mabati Ltd	Manufacturing	The complainant alleged that he purchased iron sheets and after making the full payment, he was informed that the iron sheets would be delivered to him within two weeks. Despite making numerous efforts to follow up on the matter, he is yet to receive his materials.	Section 55(a) (ii), (55) (b) (v); 56(1), 56(2) (a), (d) & (e)	Ongoing
	Ochieng Nyagaya and Royal Mabati (kisii branch	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Complainant alleged that he purchased iron sheets and after making the full payment, he was informed that the iron sheets would be delivered to him within two weeks. However, the delivery was not made within the stipulated time.	Section 55(a) (ii), (55) (b) (v); 56(1), 56(2)(a), (d) & (e)	Ongoing
	Miriam Ojwang Vs Solar Store	Wholesale and retair trade; repair of motor vehicles and motorcycles.	The complainant alleged that she purchased a defective water heater that was leaking from the accused's online shop which was delivered to her. Efforts to have the accused come and repair the heater have been futile.	Section 55(a) (ii), (55) (b) (v); 56(1), 56(2)(a), (d) & (e) and 64	Ongoing
	Serah Wambura Giteru Vs Letshego Ltd	Wholesale and repair trade; repair of motor vehicles and motorcycles	The complainant alleged that he applied for a loan of Ksh. 313,900 with Letshego which she was to repay for 72 months. However, the accused disbursed only Ksh. 123,000 to her account and did not disburse the remaining amount.	Section 55(a) (ii), 56(1), 56(2) (a), (d) & (e)	Ongoing
	Said Mohammed Vs Shiriki Magic	Wholesale and repair trade; repair of motor vehicles and motorcycles	The complaint alleged that Shiriki Magic was changing the manufacture and expiry dates of their Coffee products that had already expired.	Section 55 (a) (i) and Section 59 (1)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Mayi Lenin Omondi Vs Delphis Stores Ltd	Financial and insurance activities	The complainant alleged that on 29th December, 2021, Delphis Limited Marketed a Captain Max 150 brand new Motorbike at 80,000. The accused informed him that once he paid an initial deposit of Ksh. 40,000, they would release the bike to him and he would clear the balance within 12 months. However, after payment of the deposit, the accused refused to give the bike to him.	Section 55(a) (ii), (55) (b) (v); 56(1), 56(2)(a),(b), (d) & (e) of the Act.	Ongoing
	Zachery Gichuru Vs SBM	Financial and insurance activities	The complainant alleged that SBM violated his rights as a consumer by failing to convert his loan from USD to Ksh. yet it had been disbursed in Ksh. Additionally, he alleged that the accused offered him a loan that was charging a flat interest yet he was unaware of this while signing the loan agreement.	Sections 55(a) (ii), 56(1), 56(2) (a),(b), (d) & (e) of the Act.	Ongoing
	Lenny Murungi Vs Chanda Collections	E-Commerce	The complainant alleged that he purchased an inflated sofa from Kilimall. Few days later, he noted that it had deflated. The accused failed to avail redress to the complainant.	Section 55(a) (ii), 56(1), 56(2) (a), (d) & (e) of the Act.	Ongoing
	Andrew Busera vs Zulu Mabati Ltd	Manufacturing	The complainant alleged that he bought iron sheets from Zulu Mabati Ltd in January, 2022 but they have not been delivered to date.	Section 55 (a) (ii),(b) (v) & 56 (1) (2) (a) (d) €of the Act	Ongoing
	Silas Mwiti vs East African Portland Cement	Manufacturing	The complainant alleged that he bought cement from East African cement but only half was delivered. Further, he has not received the remaining consignment to date. Again the agreed price was not adhered to.	Section 55 (a) (ii),(b) (v) & 56 (1) (2) (a) (d) €of the Act	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Competition Authority of Kenya Vs Royal Mabati Limited (RML).	Wholesale and retail trade; repair of motor vehicle and motorcycles.	The Authority received complaints against RML regarding allegations of misrepresentation and unconscionable conduct. The Authority amalgamated the cases.	56(2)(a), (b) & (d)	Ongoing
	Silas Mwiti vs East African Portland Cement Company (EAPCC)	Manufacturing	The complainant alleged that he purchased cement from EAPCC but only half the amount was delivered. Further, he alleged that the agreed price was varied.	56(1) (2) (a) (d)& (3)(4).	Ongoing
	CAK vs Nestle Foods Kenya	Manufacturing	The Authority initiated investigations into the labelling practices of companies manufacturing noodles and various sauces to check compliance with the Act and applicable Product Labelling Standards.		The Authority's investigations confirmed that the product was not being sold in the Kenyan market. The case was closed.
	CAK vs Karundo Enterprises Ltd	Manufacturing	The Authority initiated investigations into the labelling practices of companies manufacturing noodles and various sauces to check compliance with the Act and applicable Product Labelling Standards.	55(a) (i)	The Authority's investigations confirmed that the product was not being sold in the Kenyan market. The case was closed.
	Rogers Mutunga vs Noris International	Construction	The complainant alleged that the accused party was to supply and install Solar and Solar Structure Works at the cost Ksh. 1,250,000.00. He alleged that the accused failed to abide by terms of contract.	Section 55(a) (ii)(iv)(v) b(v), 56(1)(2) (a)(b)(d) (e)	The Authority concluded that the matter did not fall within the scope of its mandate. The complainant was advised to pursue it through other channels. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Beatrice Nthure Nteere Vs Harambee Sacco	Financial and Insurance Activities	The complainant alleged she secured a loan with Harambee Sacco and fully serviced it from 2003 to 2010. However, she alleged that Harambee Sacco resumed deductions on her account in 2014 without notice. The complainant contacted the Sacco but the matter was not redressed.	Section 55 (a) (i) (v), 56 (1) (2) (a) (c) (d) (e), 63 (1) (d) (e) and 64 (1) of the Act	Ongoing
	CAK Vs Pharmaceuticals Companies	Manufacturing	The Authority initiated investigations into the labelling practices of pharmaceutical companies to ascertain compliance with the Act and applicable Product Labelling Standards.	Section: 56(1) (2) (a) and (d)	Ongoing
	Andrew Busera vs Zulu Mabati Ltd	Manufacturing	The complainant alleged that he purchased iron sheets from Zulu Mabati Ltd in January, 2022 but they were not delivered.	Section 55 (b) (v), 56 (1) (2) (a) (d) & (e)	Ongoing
	CAK Vs Kenafric Bakery	Manufacturing	The Authority initiated investigations into the labelling of bread by different manufacturers to confirm compliance with applicable Product Information Standards (KS EAS 43:2012 and KS EAS 38:2014) on labelling of pre-packaged foods.	Section 55 (a) (i), 60 (1)	Following the Authority's intervention, Kenafric Bakery Ltd revised the labelling of its Kingsmill sliced white bread as required under the relevant Standards. The case was closed.
	CAK Vs Kenblest	Manufacturing	The Authority initiated investigations into the labelling of bread by different manufacturers to confirm compliance with applicable Product Information Standards (KS EAS 43:2012 and KS EAS 38:2014) on labelling of pre-packaged foods.	Section 55 (a) (i), 60 (1)	Following the Authority's intervention, Kenblest Ltd revised the labelling of its Brown Bread as required under the Standards. The case was closed.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK Vs See Sweet Royale Bakery	Manufacturing	The Authority initiated investigations into the labelling of bread by different manufacturers to confirm compliance with applicable Product Information Standards (KS EAS 43:2012 and KS EAS 38:2014) on labelling of pre-packaged foods.	Section 55 (a) (i), 60 (1)	Ongoing
	CAK Vs Mill Bakers Ltd	Manufacturing	The Authority initiated investigations into the labelling of bread by different manufacturers to confirm compliance with applicable Product Information Standards (KS EAS 43:2012 and KS EAS 38:2014) on labelling of pre-packaged foods.	Section 55 (a) (i), 60 (1)	Following the Authority's intervention, Mill Bakers Ltd revised the labelling of its bread product as required under the relevant Standards. The case was closed.
	CAK Vs Tresken International Ltd	Manufacturing	Tresken's Pic- Nic Bread were reviewed to confirm whether its product labelling is in compliance with the requirements of KS EAS 38:2014 Standard on the labelling of prepackaged foods standard	Section 55 (b) (v), 56 (2) (a), (d) and (e)	Ongoing
	CAK and Del Monte Kenya	Manufacturing	Samples of Del Monte's Orange Chocolate Juice were reviewed and found that the product labels indicated that the the juice has been fortified with several vitamins whereas the list of ingredients indicated that it contained only Vitamic C, thereby misleading consmers. Further, the labels erroneously indicated that the product does not contain preservatives.	Section 56 (1) (2) (a) (c), (3) & (4) of the Act.	Following the Authority's intervention, Del Monte Kenya Bakers revised the labels of its juice products. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Munywoki vs Mini Bakeries	Manufacturing	The complainant purchased bread manufactured by Mini Bakeries which was branded as Supa Butter Toast Bread. The reason he went for the bread was because the labelling indicated that the bread contained butter and so hoped to derive the benefit of enjoying butter on consumption and also save the extra cost he would have spent on purchase of butter separately.	Section 56 (1)	Following the Authority' interventions, Mini Bakeries Ltd's Supa Butter Toast Bread revised their labels In compliance with the requirements of KS EAS 43: 2012 Bread– Specification Standard and KS EAS 38: 2014 Labelling of Pre-packaged Foods Standards. The case was closed.
	Arodi Ciddy Vs Char-Choma Restaurant	Hospitality	The complainant was erroneously charged an additional amount of Ksh. 239,355.93 after dining at Char Choma Restaurant in Mombasa. She was subsequently refunded her monies less Ksh. 15,905.93.	Section 56 (1) and (2)	Following the Authority's intervention, the complainant was refunded the outstanding amount and the case was closed.
	Josephine Ndinda Vs Faulu Kenya	Financial and Insurance Activities	The complainant applied for a loan facility of Ksh. 1,727,570 from the accused. However, the amount disbursed was Ksh. 1,608,367.66 after imposition of charges that had not been disclosed at the loan application stage.	N/A	The case was closed upon the Authority becoming aware that the complainant had filed the matter in Court.
	CAK Vs Snowline Food Industries	Manufacturing	The Authority initiated investigations into the accused's maize flour products upon receiving a report from the KEBS indicating that the product contains higher aflatoxin content that that declared in their nutritional labelling.	Section 55 (a) (i) & (b) (v), 56 (1), (2) (a) (d) & (e),64	Ongoing.
	CAK Vs Nakuru Grain Millers Limited	Manufacturing	The Authority initiated investigations into the accused's maize floor products upon receiving a report from KEBS indicating that the product contains higher afflatoxin content that that declared in their nutritional labelling.	Section 55 (b) (i)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK Vs Rest Foods Limited	Manufacturing	The Authority initiated investigations into the accused's maize floor products upon receiving a report from KEBS indicating that the product contains higher afflatoxin content that that declared in their nutritional labelling.	Section 55 (b) (i)	Ongoing
	Keneth Muthomi Vs Royal Mabati Factory Limited	Manufacturing	The complainant made a payment of Ksh. 50,760 on 8th November 2021 for roofing iron sheets to repair his rental property but Royal Mabati has failed to deliver the products	Section 55 (a) (i), 60 (1)	Following the Authority's intervention, the complainant confirmed receiving refund from the accused. The case was closed.
	Alice Achieng Vs Samsutech	Wholesale and Retail Trade	The complainant alleged that Samsutech repaired her microwave but damaged it further. The accused has failed redress the complainant despite being in possession of a valid warranty.	Section 55 and 56(1)	Ongoing
	Allan Maturu Vs Viraj Millenium Appartments	Housing	The complainant alleged that the accused forced tenants in their appartments to subscribe to one Internet service provider (Zuku).	Section 56(1)	The case was closed after the complainant failed to provide information supporting his claims.
	Douglas Rioba Vs Rwandair	Transportation and Storage	The complainant alleged that Rwandair failed to replace his bags that were damaged during a flight.	Section 60 (1)	Upon the Authority's intervention, the accused compensated the complainant with USD 150 in addition to repairing the bags. The case was closed.
	Abubakar Andati Vs Longnice Capital	Financial and Insurance Activities	The complainant alleged that he applied for a digital loan via Longnice Capital's mobile app. He paid a refundable fee of Ksh. 200. The amount was to be refunded if he did not qualify for the loan. His application was rejected and the fee was not refunded.	55(a)(v) & (b)(v) and 56(1)(2)(a)(b)&(d)	The matter was referred to the CBK as it was found not to fall within the mandate of the Authority. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Blessed Corner Mashinani Self-help Group Vs FEP SACCO	Financial and Insurance Activities	Members of the Group lodged a complaint with the Authority alleging that the accused failed to refund their deposits after they withdrew membership.	Section 56 (2) (a), (c) and (d)	Upon the Authority's intervention, the members were refunded. The case was closed.
	William Ochieng Vs SBM Bank	Financial and Insurance Activities	Mr. Ochieng alleged that SBM Bank restructured his loan of Ksh. 3,500,000 without authorization	Section 55 (b) (i), 56 (2) (a), (c) and (d)	Ongoing
	Martin Njuki Vs Savannah Honey Ltd	Manufacturing	The complainant purchased beehives worth Ksh. 145,000 from Savannah Honey Ltd but alleged that the quality was lower than advertised.	N/A	Upon the Authority's intervention, the complainant was refunded Ksh. 105,000.00 The matter is ongoing.
	Laura Lime Vs Mabati Rolling Mills Ltd	Manufacturing	The complainant alleged that she was required by the accused to surrender excess building materials that remained after completion of her project despite having paid for the materials.	Section 55(b)(v), 56 (1), (2) (a) (d)&(e)	Ongoing
	John Nyakibari Vs Platinum Micro Insurance Brokers (Viva 365 Insurance Brokers)	Financial and Insurance Activities.	The complainant alleged that he took an asset financing loan from Platinum in 2016 to purchase a motorcycle. Further, he alleged that Platinum varied the terms of the facility and failed to release the logbook upon completing repayment.	Sections 56(1)(2)(a)(c)(d), Rule 30, 31	Ongoing
	CAK vs Capwell Industries Ltd	Manufacturing	The Authority initiated investigation into the maize flour milling sector to verify claims by flour manufacturers on the label of their products. The Authority engaged Bureau Veritas (BV) for testing of Soko Maize Flour to establish the claims.	Section: 56(1) (2) (a) and 56(3) and (4)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Lucy Muthoni vs Urithi Housing Cooperative Society Limited (UHCSL)	Financial and Insurance Activities.	The complainant alleged that in Jne 2018 she invested Ksh. 1,000,000 with Urithi Housing Cooperative Society Ltd (UHCSL). The investment was to mature in six months, after which she was to receive her principal investment and a return of 15%. She claimed that UHCSL failed to honor their commitment but upon querying, the Company paid her the interest amount only.	Sections 55 (a) (i) (ii), 59(1) (a), 60(1) (2) (a) and (b) of the Act.	Upon the Authority's intervention, the complainant was restituted with a piece of land which she accepted. The Authority issued a warning letter to the accused to desist from similar conduct. The case was closed.
	Lilian and Toyota Kenya (TKEN)	Transportation and stotage	The complainant alleged that she bought a 33 seater bus in 2015 and she has since experienced multiple problems with the vehicle. She complained to TKEN and an engine overhaul was done and the capacity was reduced to a 29 seater. However, the vehicle still could not operate well. She demanded for a refund but TKEN refused by claiming that the vehicle had already been used	Section 59	Settlement Agreement executed by CAK and TKEN. TKEN paid the penalty. Gazette notice is pending.
	Ms. Philes Nyasuguta Mose vs Equity Bank.	Financial and Insurance Activities.	The complainant alleges that she applied and received a Ksh. 500,000.00 loan from Equity Bank under the promise that she was eligible for a part refund if she repays the amount before schedule. Upon early repayment, she claims the refund was not forthcoming.	Section: 56(1) (2) (a) and (d)	Ongoing
	Stephen Kiambi Kilungu VS Royal Mabati	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant made an order for iron sheets on 3rd January, 2022 for which he paid Ksh. 113,875.00, and was promised delivery within 7-14 days. However, the order was not delivered within the agreed time.	Section 55 (b) (v), 56 (1) (2) (a) (d) & (e)	Ongoing

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK Vs Sesia Honey	Manufacturing	The Authority initiated investigations into labelling practices by Sesia Honey on their products to determine whether they complied with the Act and applicable Product Information Standards.	Section 55 (a) (i), 60 (1)	Ongoing
	CAK Vs Dabur Honey	Manufacturing	The Authority initiated investigations into labelling practices by Dabur Honey on their products to determine whether they complied with the Act and applicable Product Information Standards.	Section 55 (a) (i), 60 (1)	Ongoing
	CAK Vs Bee-keepers Honey	Manufacturing	The Authority initiated investigations into labelling practices by Beekeepers Honey on their products to determine whether they complied with the Act and applicable Product Information Standards.	Section 55 (a) (i), 60 (1)	Ongoing
	CAK Vs Kate's Pure Honey	Manufacturing	The Authority initiated investigations into labelling practices by Kate's Pure Honey on their products to determine whether they complied with the Act and applicable Product Information Standards.	Section 55 (a) (i), 60 (1)	Ongoing
	Geoffrey Omwenga Vs Royal Mabati	Wholesale and retail trade; repair of motor vehicle and motorcycles	On 17th December, 2021, the complainant ordered an initial batch of Bricktile iron sheets. He also ordered a second batch on 14th January, 2022. Both orders were worth Kenya Shillings One Hundred and Forty-Six Thousand, Eight Hundred and Fifty Only (Ksh. 146,850.00). Royal Mabati was to deliver the products within two (2) weeks from the date of payment. Royal Mabati promised to deliver the said iron sheets by 31st December, 2021 which later changed to January, 2022. However, they have not kept their promise to date.	Section 55 (b) (v), 56 (2) (a), (d) and (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK Vs Vitrac Clover Honey	Manufacturing	The Authority initiated investigations into labelling practices by Vitrac Clover Honey on their products to determine whether they complied with the Act and applicable Product Information Standards.	Section 55 (a) (i), 60 (1)	Ongoing
	Patrick Mwirigi Mugambi vs IPESA	Finance and Insurance Activities.	The complainant alleges that he borrowed Ksh. 2,500 from IPESA loan app in July, 2020. The loan was due on 30th July, 2020. However, he claimed that due to financial hardships occasioned by the COVID-19 pandemic, he failed to meet his obligations. Subsequently, the debt increased to Ksh. 7, 200.00	Section 56 (1) (2) (a) (c), (3) & (4) of the Act.	The case was closed after the complainant failed to provide evidence to support his claims.
	Gachini Macharia AND Naomis Fountain Nannies & Housekeepers Academy LTD	Service	The complainant alleged that upon interviewing a nanny/housekeeper and paying a membership fee, he was compelled to sign a contract with unfair termination provisions which the service provider wants to enforce	Section 56 (1)	Ongoing
	Warui Gikuru Vs Kalamka Ltd	Financial and Insurance Activities.	The complaint related to an alleged fraudulent business activity by Kalamka Ltd, as a result of which the complainant was defrauded Ksh. 4750.00	N/A	The Authority advised the complainant to report the matter to the Directorate of Criminal Investigations. Ongoing
	John Gathiga Mwangi Vs Monarch Insurance	Financial and Insurance Activities.	The complainant comprehensively insured his vehicle. His vehicle was involved in an accident. Upon assessment, the vehicle was written off. However, the complainant claims they have not been compensated despite the vehicle salvage being sold.	N/A	The matter was already being handled by the IRA and therefore the Authority closed the case after advising the complainant to pursue the matter with IRA.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Eric Mogaka Vs Bosom Investment	Wholesale and Retail Trade.	The complainant alleged that he purchased a faulty vacuum cleaner Bosom Investment worth Ksh. 5,500.00 Despite the vacuum cleaner being under warranty, the accused claims he was not restituted upon complaining.	Section 55 (a) (i) & (b) (v), 56 (1), (2) (a) (d) & (e),64	Ongoing
	Linus Kipchumba Kogo Vs TrustGro Ltd	Financial and Insurance Activities.	The complainant alleged that he applied and received a loan from the accused of Ksh. 156,000.00 He claimed that, despite repaying Ksh. 151,504, the accused claims his outstanding amount is Ksh. 641,656.32.	Section 55 (b) (v),56 (1), (2) (a) (c) (d) & 56 (3)	Ongoing
	Ann Wambui and Kioko Enterprises	Wholesale and Retail Trade.	The complainant claimed she purchased a bottle of wine from Kioko Enterprises in Malindi, Kenya. The shelf price, she claimed, was Ksh. 900 but the till price was Ksh. 1,100.	Section 55 (b) (i)	Whereas the matter was amicably resolved between the parties, and the accused addressed the mispricing issue in their systems, the Authority issued a letter to the accused warning them against engaging in similar conduct in future. The case was closed after the complainant was refunded Ksh. 200.
	CAK Vs Green Forest Honey	Manufacturing	The Authority initiated investigations into labelling practices by Green Forest Honey on their products to determine whether they complied with the Act and applicable Product Information Standards.	Section 55 (a) (i), 60 (1)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Resian Nashipai Vs Fly540 Ltd	Transportation and Storage.	The complainant booked a Fly540 flight from Nairobi to Mombasa scheduled for 5th March, 2022 A day to the flight, the airline cancelled the flight and informed the complainant that they will be refunded within three (3) days. Despite follow-ups, the amount was not refunded.	Section 56 (1)	Upon the Authority's intervention, the complainant was fully refunded and the case closed.
	CAK vs Smart Lady Cosmetics Kisii	Wholesale and Retail Trade.	The Authority initiated investigations into labelling done by Smart Lady Cosmetics Kisii on their cosmetic products to confirm adherence with the Act and applicable Product Labelling Standards.	Section 55, 56 (1)	Ongoing
	Gabriel Njoroge vs Safaricom & Telkom	Telecommunications	The complainant alleged that calls he made on Telkom Kenya and Safaricom networks were unstable. Other times, the networks were unavailable resulting in him unreachable to customers.	Section 55(a)(v), 56(1)(2)(a)(b)(d)(e) of the Act	Ongoing
	John Gershom Vs Mogo Microfinance	Financial and Insurance Activities.	In January 2021, the complainant received a loan of Ksh. 616,000.00 from Mogo. After making payments totaling Ksh. 224,000, he returned the vehicle to Mogo after he was unable to meet his monthly obligations due to financial challenges. After the vehicle was auctioned, Mogo informed him that he still owed Ksh. 108,604.	Sections 55, 59 of the Act	Ongoing
	Jackson Mureithi Vs Faulu Bank Ltd	Financial and Insurance Activities.	The complainant alleged that he applied and received a loan of Ksh. 350,000 from Faulu Microfinance Bank. Despite settling the loan, he was contacted by an auctioneer.	Section 56 (1) of the Act	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Allan Odanga Vs Asap Cash Loan App	Financial and Insurance Activities.	The complainant alleged that after failing to repay his loan by one day, the accused bombarded him with text messages and phone calls and threatened to share his details with third parties.	Section 56(1)(2)(a)(b)(d)(e) of the Act	The complainant was advised to seek redress from the CBK since the issue does not fall within the purview of the Act. The case was closed.
	Bethwel Tanui Vs Royal Mabati Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	He placed an order for roofing materials with RMFL on 15th March, 2022 guided by their adverts in the media which were promising delivery in two (2) weeks after payments. He paid Ksh. 59,565 through equity bank on 16th March, 2022 and Ksh. 38,220 through Bank of Africa on 25th March, 2022. Two (2) months down the line, he is yet to receive the items as RMFL keeps on giving excuses.	Section 56(1)(2)(a)(b)(e) of the Act	Ongoing
	William Otenyo vs Rupia MFI	Financial and Insurance Activities.	He applied and received Ksh. 90,000 loan from the accused and was charged an interest of Ksh. 19,800, application fee of Ksh. 1,040 and Ksh. 3,294 as insurance fee. His efforts to have the loan restructured, by deducting the loan balance (Ksh. 75,608) from his accrued shares (Ksh. 76,800) were unsuccessful.	Section 59 of the Act, Rule 28 of the Competition (General) Rules, 2019.	Following the Authority's intervention, the case was closed after the parties resolved the complaint amicably.
	Gertrude Wangui vs Cashnow	Financial and Insurance Activities.	The complainant alleges an individual she did not know had listed her as a referee when applying for a loan from the accused. This was done without her authorization.	Section 59 of the Act, Rule 28 of the Competition (General) Rules, 2019.	The case was closed after the complainant failed to provide additional information to support the allegation.
	Edward Okedo vs Safaricom	Information & Communication	The complainant alleged that his monthly Safaricom Postpaid bill was higher than the Ksh. 2,500 he had subscribed to. Further, he alleged that the telecommunication frim did not explain the higher charge.	Section 55 (a) (i), (b) (v) and Section 56(1) (2) (a) of the Act	The case was closed after the complainant failed to provide additional information to support the allegation.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	CAK and U FRESH Enterprises Ltd	Manufacturing	The Authority is conducting investigating U Fresh Juice to confirm its adherence to the Act and applicable Product Labelling Standards.	Section 55 and Section 59	Ongoing
	CAK vs Cosmetics Manufacturers	Manufacturing	The Authority initiated investigations into various cosmetics manufacturers to confirm adherence to the Act and applicable Product Labelling Standards.	Section 55 (a) (i)	Ongoing
	Competition Authority of Kenya vs E-Commerce Companies	Wholesale and Retail Trade.	Following an audit of online companies, specifically regarding to their disclosures of Terms and Conditions (T&Cs), the Authority noted that most of the companies had adhered to earlier orders. This included disclosures on refund & return policies.	Section 56(1) (2)	The Authority engaged Travel Shore Africa to ensure that they comply with the Authority's directives. Ongoing.
	Joshua Mwangi vs Jumia Kenya	Wholesale and Retail Trade.	The complainant ordered for a mobile phone but alleged that wrong model was delivered. Upon returning the device, the complainant allegedly decline to receive it since the seal had been broken.	Section 56(1) (2)	Ongoing
	Charles Ndungu Vs Royal Mabati Ltd	Manufacturing	The complainant alleged that on 4th May, 2022, he purchased forty-eight (48) pieces of red Box Profile G-30 iron sheets (3 meters) from Royal Mabati. One week later, he purchased an additional four (4) pieces of red Box Profile iron sheets (2 meters). Upon paying the full amount of Ksh. 79,040/=, he was informed that the iron sheets would be delivered to him within two (2) weeks. However, Royal Mabati did not deliver the iron sheets within the two (2) weeks as promised.	Section 55(a) (ii), (b) (v), 56(1)(2)(a) (b)(d) and (e)	Following the Authority's intervention, Royal Mabati delivered the iron sheets to complainant. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Charles Kirui vs Royal Mabati	Manufacturing	The Complainant alleged that he bought roofing materials from Royal Mabati on 16th July 2020 but the factory has never delivered the roofing materials	Section 56	The complainant confirmed that the matter was resolved by the Company and therefore we closed the case.
	Joel Rotich Vs Davis & Shirtliff	Wholesale and Retail Trade.	The complainant alleges that a pump he purchased from the accused and it malfunctioned on the first day.	Section 56	The complainant requested for closure of the matter upon engaging a service provider to repair the equipment.
	Leah Wanyutu Vs Royal Mabati Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	On 24th March, 2022, she ordered 24 pieces of Box profile CGG gauge 30-2.5, 29 pieces of box profile CGG gauge 30-2.0, 6 ridges, 5 roofing nails and 5 rubber charcoal grey, from Royal Mabati, at a total cost of Ksh. 62,970. Upon making the payment, she was informed that there was a delay in delivery of raw materials for roofing materials from the port and her order would be delayed by a week. After a week, she called Royal Mabati to follow up on the delivery of her order but her follow-ups proved futile. She requested Royal Mabati to refund her money and filled a refund form where she was informed that the refund process would take between 30 to 60 days. She waited for the days to lapse but to date she has not received her refund.	Section 55(a)(i), 56(1)(2)(a),(e) of the Act	Notice of Investigation drafted and forwarded to A.g PIO on 1st July, 2022.
	Charity Alogwu vs Airtel Limited	Information and Communication	The complainant claimed to have been defrauded Ksh. 6,500 by Ms. Emmaculate, who claimed to be an Airtel agent. The matter was not resolved even after involving the telecommunications firm.	N/A	The Authority advised the complainant to report the matter with the the Directorate of Criminal Investigations.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	James C. Gatonye and Airtel Kenya	Information and Communication	The complainant alleged that he subscribed to Airtel UnlimiNet 100 but claimed the he received less talktime and Internet resources than advertised.	Section 55(a)(i)(iv)	The matter was resolved after the accused correctly allocated the bundles to the complainant.
	John Karongo Muhu Vs Let Shego	Financial and insurance Activities	The complainant alleges to have taken loan facility amounting 5,000,000 from Letshego Kenya Limited but encountered financial constraints. Cooperative Bank gave him an undertaking to take up the loan at lower interest rate, which the accused declined to sanction.	Section 56(1)(2)(a)(c)(d),(3) of Rule 31, 32 of Competition (General) Rules, 2019.	.Upon the Authority's intervention, the accused resolved the matter by accepting the undertaking by the Cooperative Bank, hence the case was closed.
	CAK vs PZ Cussons	Manufacturing	The Authority in its investigations into the Cosmetics subsector in which PZ Cussons East Africa Ltd was found to have three (3) products whose labels were not in compliance with the applicable Product Information Standard KS EAS 346:2013.	Section 60 (1), 55 (a) (i) & (v)	The Accused settled the matter with the Authority and paid a pecuniary penalty amounting to Ksh. 595, 000. The matter was closed.
	CAK vs Premier Cosmetics	Manufacturing	The Authority initiated investigations into Cosmetics subsector in which Premier Cosmetics was found to have two (2) products whose labels were not in compliance with Product Information Standard KS EAS 346:2013	Section 55(a)(i), 60(1)	Ongoing
	Caroline Simba Vs Kings Manufacturers Ltd	Construction	The Complainant alleged that in December 2019 she contracted Kings Manufacturers Limited to carry out construction works in her house at a cost of Ksh. 3,825,000. However, the accused failed to meet the required quality of works.	Section 55(a)(ii), 56(1), (2)(a) of the Act	Upon the Authority's intervention, the accused refunded the complainant an amount of Ksh. 1,5000,000. The matter was closed

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Competition Authority of Kenya and Marico Ltd	Manufacturing	The Authority initiated investigations into Cosmetics subsector in which Marico Ltd was found to have two (2) products whose labels were not in compliance with Product Information Standard KS EAS 346:2013	Section 55, 60 (1)	Ongoing
	Monica Thirima Vs Yes Gadgets Ltd	Information and Communication	The Complainant alleged to have purchased a defective Samsung Galaxy S10+ mobile phone worth KSH 55,000 with 2-year warranty, from Yes Gadgets. She returned it for repairs without success. On the third time her phone was a replaced with a Galaxy S10 without her consent. Upon querying, she was refunded Ksh. 45,000 leaving an outstanding amount of Ksh. 10,000	55 (a) (i), (ii) & (v) 56 (1)	Ongoing
	Ray Marshall Vs Safaricom Plc	Information and Communication	The Complainant alleged that Safaricom PLC had falsely advertised that their post-paid package of Ksh. 1000 per month has unlimited SMS whereas it was capped at 1000 SMS.	55(a) (ii) & (v)	The Complainant failed to provide evidence supporting his claims. The case was closed.
	Moyes Bhanji Vs Prayosa Tiles	Construction	The complainant alleged to have ordered for tiles from Prayosa Tiles, which upon delivery and installation were found to be of different shade form, Upon querying, the accused refused to give a refund.	55(a)(i) and 56(1)	Ongoing
	CAK and Amka Products (PTY) Ltd	Manufacturing	The Authority initiated investigations into violation of the Act by manufacturers Amka Products (PTY) Ltd products	Section 55 (a)(i) (v),60(1)(2) (a)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Fredrick Ondieki Ratemo vs Al-Rahim Trading Ltd	Wholesale and Retail Trade.	The complainant alleged to have purchased a car from Al-Rahim Trading Ltd valued at Ksh. 680,000. However, the trader charged him higher insurance premium and car track installation in addition to refusal to transfer the car ownership.	Section 55 (a) (i) & (v), 60 (1)	Upon the Authority's intervention, the car ownership was transferred to the complainant by the accused and the logbook issued by NTSA. The case was closed.
	Product Recall	Manufacturing	The Authority received a warning Notice by COMESA Competition Commission regarding recall of Pilchard products (Tinned Fish) manufactured by West Point Processors based in Cape Town. The Notice informed that the products could be unsafe due defective canning/packaging.	Section 56 (1) (2) (a), (c), (d), (3) & (4)	The Authority investigations established that the product was not on sale in the Kenyan market. The case was closed.
	James Konzolo vs Drivers Universe Motor Company	Retail	The complainant alleged to have purchased a vehicle from Drivers Universe Motor Company whose mileage had been tampered with and the accused misrepresented on the Year of Manufacture and the value of the vehicle.	Section 55 (a) (i) (v), (b) (v), 56(1)(2) (a)(d)(e) and 64 of the Act	Ongoing
	Andrew Wainaina vs Speedback LTD	Wholesale and Retail Trade.	The complainant alleged to have bought a defective vacuum cleaner and efforts to get redress were unsuccessful.	Section 55 (a) (v), 56(1) (2)(a)(b)(d) of the Act	Following the Authority's intervention, the complainant was redressed by way of a refund. The case was closed.
	Nancy Kamau vs Digital Electroincs Ltd	Wholesale and retail trade	The complainant alleged to have been coerced by the accused to buy a TV that was not of her choice.	Section 60 (1)	The case was closed on the fact that the accused had exited the market.
	CAK vs Manufacturers of Baby products	Wholesale and Retail Trade	The Authority initiated investigations into the Baby manufacturers sector to confirm compliance by businesses with the consumer provisions of the Act	Section 56 (2) (a) (b) (c) (d) (e)	Ongoing

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	CAK vs Betting Companies	Service Sector	The Authority inititaed investigations into the Betting sector, specifically to confirm whether terms and conditions employed by Betting Companies in Kenya are in compliance with consumer provisions of the Act and Competition (General) Rules, 2019.	Section 55 and 56	Ongoing
	Agnes Mulati vs Sakiwa Tmrans SACCO	Financial and Insurance Activities	The complainant alleged to have taken a loan facility amounting to Ksh. 10,000 from the Sakiwa Trans SACCO, which she fully serviced as required. However, the SACCO seized and auctioned her husband's cow, which was not a collateral to the loan.	Section 55 and 56	Ongoing
	Andrew Kuria vs BIMAS Microfinance Bank	Financial and Insurance Activities	The complainant alleged to have taken a car loan facility with BIMAS Microfinance Bank amounting to Ksh. 420,000, however, the SACCO declined to transfer the motor vehicle ownership, even after fully servicing the facility as required.	Section 55 and 56	Ongoing
	Total Energies Kenya Limited	Wholesale and Retail Trade;	Total Energies Kenya Limited (Total Kenya) informed the Authority that it was voluntarily recalling defective low pressure LPG hose pipes sold in Kenya from 12th June, 2020	Section 59 61 and Rule 28	Total Kenya was required to keep the Authority updated on the progress made. The case is ongoing.
	Cooper Tires and Rubber Company	Wholesale and Retail Trade	Cooper Tires and Rubber Company (Cooper Tyres) informed the Authority that it was voluntarily recalling some of its tires manufactured between February, 2018 and December, 2019.	Section 55 and 56	Cooper Tyres was required to keep the Authority updated on the progress made. The case is ongoing.

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Marjorie Okwar vs WWICS Africa	Administrative and Support Services	The complainant alleged to have procured agency services from WWICS Africa to assist in making application to migrate to other countries on her behalf. However, the accused failed to process her documents within reasonable time and hence she was forced to get an alternative agent. She had paid a fee of Ksh. 375,840 for the service, which the accused refused to refund.	Section 56 (1) & 56(2) (a)(b)(d)	Ongoing
	Edward Opany Vs Modern Coast Bus	Transport	the complainant bought a ticket for Nairobi to Kampala but the trip was cancelled due to COVID-19 but Modern Coast Bust is not responding to his request of a refund	Section 56	The Authority having noted that Modern Coast was going under in bus transport due to Covid 19, it advised the complaint to seek redress through a court process. The case was closed.
	Charles Lwanga vs Youth Enterprise development fund	Financial sector	The complainant alleged that he took an Incubator worth Ksh. 208,000 from Youth Enterprise Fund in December, 2014, The Incubator malfunctioned immediately and he contacted Youth Enterprise Fund for redress but they promised to offer redress which they never did.	Section 56	Ongoing
	Ji. Blendiou Vs Kenya Railways Service	Transport	The complainant claimed that he bought SGR tickets to Mombasa for himself and the family but due to travel restrictions occasioned by COVID-19, the trip did not take place and Railways has failed to refund the money.	55 (a) (ii), 56 (1), (2) (a)& €	Following the Authority's intervention, the complainant was refunded the money for the tickets. The case was closed.
	CAK vs Bakex Millers	Retail Sector	The Authority initiated investigation into the flour sector to verify claims by flour manufacturers on the label of their products.	Section 55 (a) (i) of the Act	Ongoing

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Charles Ojuok Vs Leleshwa Getaway		The complainant alleged that on 13th February, 2022, he and his family visited Leleshwa for the weekend. On their way to Leleshwa, they decided to make an order for food in advance. He paid a deposit of Ksh. 2,000.00 for the food via M-PESA. However, after leaving Leleshwa, the complainant remembered that the deposit he had paid when placing his order had not been factored in when he paid the final bill. He called the accused who promised the refund. The complainant has never received his refund and his refund requests remain unresolved.	Section 55(a) (ii), 55(b)(v), 56(2)(a) & (d)	The accused resolved the matter by fully refunding the complainant albeit after the Authority's intervention. The case was closed.
	Hellen Minju Vs Jamii Bora/ Kingdom Bank	Banking	The complainant claims that she took a loan from Kingdom Bank and the terms were changed midway and even after finishing the repayment the bank still demand more. Also listing with CRB	Section 56 (1) (2) (a) and	The matter was resolved with a mutual agreement which saw the bank waive the outstanding amount and clear the complainant from the CRB register. The case was closed.
	CAK Vs Joy Millers Ltd	Manufacturing	This is a sector wide investigation focusing on misleading labeling claims on ingredients on maize and wheat flour products	Section 55 (a) (i) & (b) (v) and 56 (1), (2) (a)(d) & (e)	Ongoing
	CAK Vs Wimchi Food Products Ltd	Manufacturing	This was out of a KEBS study which indicated that the product had aflatoxin of higher levels which jeopardizes the health of consumers	Section 55 (a) (i) and 60 (1)	Ongoing
	CAK vs Greenfield Millers Ltd	Manufacturing	This was out of a KEBS study which indicated that the product had aflatoxin of higher levels which jeopardizes the health of consumers	Section 56 (1) (2) (a) (d) and (e)	Ongoing

No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Tracy Akinyi Vs Safaricom Investment Co-operative Ltd	Finance	The Complainant made an investment with the accused for one of their land projects. The Complainant alleges that the accused breached the contract warranting her to request for a refund of her investment which the accused has been reluctant to effect.	Section 55(a) (ii), 56(1), 56(2)(a), (d) and (e) of the Act	Ongoing
	Alphonse Makani VS SMEP Microfinance	Financial and insurance activities	The complainant alleged that he is a member of Ebenezer group which is under SMEP Microfinance and has savings amounting to KES. 13, 000.00. He took a loan with them which he fully serviced but when he wanted to leave the Group and receive his savings of KES 13, 000.00, the microfinance demanded minutes from the group which he provided but it has taken a long time for his savings to be released.	Section 56 (1) (2) (a) & (c)	The complainant failed to provide additional information despite receiving several reminders. The case was closed.
	David Monyancha Vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that on 4th January 2022, he purchased roofing materials (Corrugated Profile Brg Gauge 30) for KES 96,750.00 from Royal Mabati. The complainant paid the full purchase price and was issued with a payment receipt and was informed that delivery would be made within 14 days. However, the complainant had not received the roofing materials at the time of lodging the complaint.	Section 55(b) (v), 56(2)(a), (d) & (e)	Through the Authority's intervention, the Accused delivered the iron sheets to the Complainant. The case was closed.

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No.	Title	Sector	Details of the Complaint	Section of the Act	Case Status
	Francis Nganga Kariuki Vs Urithi Housing Cooperative	Real estate	The complainant alleged that he bought a plot with Urithi Housing Cooperative society in the year 2017 worth KES. 800, 000. He was not allocated the said plot. Instead, he was promised a different plot worth Ksh. 600, 000 and the difference amounting to Ksh. 200, 000 was to be deposited in his savings account. He has been following up with Urithi for a new agreement but in vain. Further, he was required to pay Ksh. 35, 000 for processing of the title. He sent the amount to Urithi and since then, he has been following up on the matter without success.	Section 56 (1), (2)(a) (d) & (e)	The complainant failed to provide additional information despite receiving several reminders. The matter was closed.
	Jackson Kiome Vs Royal Mabati	Manufacturing	The complainant alleged that on 5th January, 2022, he ordered for Mabati from Royal Mabati and as at the date of lodging his complaint, he had not received the mabati. He tried to call them and send emails enquiring about the delivery, however, the same went unanswered and without a response.	Section 56 (1), 56(2)(a), (d), (e)	The roofing materials were delivered after intervention by the Authority. The case was closed.

3. ABUSE OF BUYER POWER CASES

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
1.	Superfine Distributors and Nyahururu Quick Budget Stores.	Retail	Section 24A(5)	A complaint on alleged abuse of buyer power by Nyahururu Quick Budget Stores through delays in payment for goods supplied to the retailer without justifiable reasons and in breach of the agreed terms of payment.	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition (General) Rules, 2019.
	Pembe Flours Mills Ltd and Britania Foods Ltd.	Manufacturing	Section 24A(5)	A complaint on alleged abuse of buyer power by Britania Foods Ltd through delays in payment	Complainant withdrew the case. Investigations were closed.
	Tech Lishe Enterprises and NSSF Sacco Cooperatives Savings and Credit Society Ltd (NSSF SACCO).	Retail	Section 24A(5)	A complaint on alleged abuse of buyer power by NSSF SACCO through possible unilateral termination of a contract, refusal to receive goods and transfer of costs and risks.	The Authority found that NSSF SACCO did not have buyer power against Tech Lishe and further the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
	Fair Capital Limited and Savanna Cement.	Manufacturing	Section 24A(5)	A complaint on alleged abuse of buyer power by Savanna Cement arising from delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	The Authority found that the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	DR-David Oyugi T/A Executive Dental Clinic and Resolution Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance for delayed payments for services rendered without justifiable reasons and in breach of the agreed terms of payment.	The Authority found that the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
	Maccern Refrigeration Sales and Services and Frigoglass East Africa.	Repair	Section 24A(5)	A complaint on alleged abuse of buyer power by Frigoglass East Africa for the non-payment of services delivered.	The Authority found that the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
	Everlyn Njuguna and Majid al Futtaim Hypermarkets Limited (Carrefour).	Retail	Section 24A(5)	A complaint on alleged abuse of buyer power by Carrefour for unilateral termination of contract without notice, and imposition of unfair contractual terms.	The Authority found that the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
	Irene Ngatia T/A Lynexx Ltd and Majid al Futtaim Hypermarkets Limited (Carrefour).	Retail	Section 24A(5)	A complaint on alleged abuse of buyer power by Carrefour for unilateral termination of contract without notice, and imposition of unfair contractual terms.	The Authority found that the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Esther Kinyanjui and Majid Al Futtaim Hypermarkets Limited (Carrefour).	Retail	Section 24A(5)	A complaint on alleged abuse of buyer power by Carrefour for unilateral termination of contract without notice, and imposition of unfair contractual terms.	The Authority found that the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
	Mercy Karani and Majid Al Futtaim Hypermarkets Limited (Carrefour).	Retail	Section 24A(5)	A complaint on alleged abuse of buyer power by Carrefour for unilateral termination of contract without notice, and imposition of unfair contractual terms.	The Authority found that the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
	Fredrick Karanja and Majid Al Futtaim Hypermarkets Ltd (Carrefour).	Retail	Section 24A(5)	A complaint on alleged abuse of buyer power by Carrefour for unilateral termination of contract without notice, and imposition of unfair contractual deduction	The Authority found that the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
	Peter Ndungu T/A Pedroser Agency and Netis (EA) Limited.	Transport	Section 24A(5)	A complaint on alleged abuse of buyer power by Netis EA Ltd for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	The Authority found that the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Association of Suppliers (AKS) and Quick Budget Stores.	Retail	Section 24A(5)	A complaint on alleged abuse of buyer power by Quick Budget Stores for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	The accused had closed shop. Investigations were closed.
	Taroni and Gal Baking Services Ltd (Gal Baking).	Manufacturing	Section 24A(5)	A complaint on alleged abuse of buyer power by Gal Baking for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	The accused did not have Buyer Power over the complainant as stipulated in Sections 2 and 24A (4) of the Act with regard to the supplier. Investigations were closed.
	Members of Kenya Motor Repairers Association (KEMRA) and Kenya Orient Insurance Company.	Insurance	Section 24A(5)	Complaint by six (6) members of KEMRA against Kenya Orient Insurance for delayed payments, without justifiable reasons and in breach of the agreed terms of payment; de-listing, demand for unfavorable terms and transfer of commercial risk to the repairers.	Accused abused its buyer power. Kenya Orient Insurance settled the outstanding delayed payments of Ksh. 6,511,716.52. Investigations were closed upon payment of the final instalment.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Members of the Kenya Motor Repairers Association (KEMRA) and INVESCO Assurance Company.	Insurance	Section 24A(5)	Complaint by five (5) members KEMRA against INVESCO for delayed payments, without justifiable reasons, and in breach of the agreed terms of payment; de-listing, demand for unfavorable terms and transfer of commercial risk to the repairers.	Accused abused its buyer power. Kenya Orient settled the outstanding delayed payments of Ksh. 3,902,001. Investigations were closed upon payment of the final instalment.
	Seven Eleven Trader Ltd and Majid al Futtaim Hypermarkets Ltd (Carrefour)	Retail	Section 24A(5)	A complaint on alleged abuse of buyer power without an objectively justifiable reason for delayed payments for goods supplied.	Complainant withdrew the case. Investigations were closed.
	Sagoo Motors and AIG Insurance Company Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AIG Insurance Company against Sagoo Motors through delays in payment for services without justifiable reasons and in breach of the agreed terms of payment.	Accused abused its buyer power. AIG fully settled. Ksh. 868, 074.40. Investigations were closed upon payment of the final instalment.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Unity Auto Garage and Xplico Assurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Xplico for delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Accused abused its buyer power. Xplico fully settled Ksh. 439, 176.00. Investigations were closed upon payment of the final instalment.
	Mercantile Garage And Kenya Orient insurance Company.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Kenya Orient Insurance for delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Investigations were closed due to the doctrine of non-retrospectivity of the law.
	Xtrem Customs and Monarch Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance for delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Complainant withdrew the case. Investigations were closed.
	Pesi Medical Centre and Explico Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Explico Insurance arising from delayed payments, for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Investigations were closed due to the doctrine of non-retrospectivity of the law.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Michael Ndungu T/A Fine Line Assessors and APA Insurance Company Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by APA Insurance Limited for delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Accused opted to settle the outstanding Ksh. 423 298.00. Investigations were closed upon payment of the final instalment.
	Fasha Green farm and Ennsyvalley Bakery Ltd.	Manufacturing	Section 24A(5)	A complaint on alleged abuse of buyer power by Ennsyvalley Bakery for delayed payments for goods supplied, without justifiable reasons and in breach of the agreed terms of payment.	Accused opted to settle. Investigations were closed upon payments.
	Michael Ndungu T/A Fine Line Assessors and Britam General Insurance Ltd (Britam).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Britam for delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Accused abused its buyer power. Accused opted to settle the outstanding Ksh. 1,474,000.92. Investigations were closed upon payment of the final instalment.
	Quinox Motorcare Ltd (Quinox) and Trident Insurance Company Limited (Trident).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Trident for delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Accused abused its buyer power. Accused opted to settle the outstanding Ksh. 225, 061.00. Investigations were closed upon payment of the final instalment.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Alfred Mwangi T/A Automotive Solutions Nairobi and Invesco Insurance Company.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Invesco Insurance Company arising out of delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Accused abused its buyer power. Accused opted to settle the outstanding Ksh. 337,720.00 Investigations were closed upon payment of the final instalment.
	Uptown Loss Assessors (K) Ltd and Monarch Insurance Co. Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance Company arising out of delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Accused abused its buyer power. Accused opted to settle the outstanding Kshs 1,760, 000.00 Investigations were closed upon payment of the final instalment.
	Runda Car Centre And Kenyan Alliance Insurance	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Kenya Alliance arising out of delayed payments, for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	The parties agreed to engage in negotiation towards settlement. Investigations were closed.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	John Wafula and Jubilee Insurance Company.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Jubilee Insurance arising out of delayed payments, for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Complainant withdrew the case. Investigations were closed.
	J.B Motors and AIG Kenya Insurance Company Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AIG Insurance arising out of delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	The parties agreed to engage in negotiation. Investigations were closed.
	Stephen Njai T/A Align My Car and Xplico Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Xplico Insurance arising out of delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Investigations were closed due to the doctrine of non-retrospectivity of the law.
	Homeboyz Auto Garage and Jubilee Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Jubilee Insurance arising out of delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition General Rules, 2019.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Homeboyz Auto Garage and CIC Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by CIC Insurance arising out of delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition General Rules, 2019.
	Homeboyz Auto Garage and Britam Insurance Company.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Britam Insurance Company arising out of delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition General Rules, 2019.
	J.B. Motors and Trident Insurance Company Limited	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Trident Insurance Company arising out of delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition (General) Rules, 2019.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Sparco Motors Garage and Resolution Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Sparco Motors Garage and Occidental Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Occidental Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Accused was found to have abused its buyer power. Accused opted to settle Ksh. 1,902,980.00. Investigations were closed upon payment of the final instalment.
	Homeboyz Auto Garage and Kenyan Alliance Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Kenya Alliance Insurance arising out of delayed payments for services rendered, without justifiable reasons.	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition (General) Rules, 2019.
	Homeboyz Garage and Monarch Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance arising out of delayed payments for services rendered, without justifiable reasons	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition General Rules, 2019.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	HomeBoyz Auto Garage and Pacis Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Pacis Insurance arising out of delayed payments, without justifiable reasons.	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition General Rules, 2019.
	HomeBoyz Garage and Explico Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Explico Insurance arising out of delayed payments for services rendered, without justifiable reasons.	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition General Rules, 2019
	Limit Investigators and Resolution Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Melvin Marsh International Ltd and Flamco Ltd.	Manufacturer	Section 24A(5)	A complaint on alleged abuse of buyer power by Flamco Ltd. arising out of delayed payments for goods supplied, without justifiable reasons.	Complaint raised was pending before the High Court. Investigations were closed.
	Leone Motor & Risk Assessors Ltd and African Assurance Company (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AMACO arising out of delayed payments for services rendered, without justifiable reasons.	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition General Rules, 2019.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Lavington Insurance and CIC General Insurance (CIC).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by CIC arising out of delayed payments for services rendered, without justifiable reasons.	The Authority determined that the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
	Sun Down Logistics Ltd and APA Insurance Ltd (APA).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by APA arising out of delayed payments for services rendered, without justifiable reasons.	The Authority determined that the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
	Porsche Services Centre & Trident Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Trident Insurance Company arising out of delayed payments for services rendered, without justifiable reasons.	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition General Rules, 2019.
	Kenneth Gathama and Corporate Insurance Company Ltd (CIC).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by CIC arising out of delayed payments for services rendered, without justifiable reasons.	Complainant withdrew the case. Investigations were closed.
	Bhupinder Singh and Resolution Insurance Co. Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance Company arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	John Thuku T/A Autospin and Resolution Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Auto-Tech Solution and Resolution Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	HomeBoyz Garage and Resolution Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Metropolitan Chemists Limited and Resolution Insurance Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Mercantile Enterprise Ltd and Resolution Insurance Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Anthony Kariuki T/A Alpha Touch Motors Ltd and Resolution Insurance Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Stantech Motors and Resolution Insurance Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Alex Engineering & Manufacturing Limited and Resolution Insurance Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Tune Masters and Resolution Insurance Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Elite Automobile Valuers & Assessors Ltd and Resolution Insurance Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Jamii Auto Care Limited and Resolution Insurance Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Ruaraka Auto Garage and Resolution Insurance Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Parity Loss Assessors and Resolution Insurance Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Integrated Motor Assessors and Resolution Insurance Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Express Auto Assessors and Resolution Insurance	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after Resolution Insurance was placed under Statutory Management. Investigations were closed.
	HomeBoyz Garage and Corporate Insurance Limited (CIC).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by CIC arising out of delayed payments for services rendered, without justifiable reasons.	The complainant failed to submit the required evidence to commence investigations. Investigations were closed under Rule 34 of the Competition General Rules, 2019.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Nordics Assessors and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AMACO arising out of delayed payments for services rendered, without justifiable reasons and unilateral termination of supply contract.	Transferred to IRA after African Merchant Assurance Company Limited defaulted on its settlement commitments. Investigations were closed.
	Homeboyz Auto Garage and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AMACO arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.
	Faulu Motors Assessors and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by African Merchant Assurance Company Limited arising out of delayed payments for services rendered, without justifiable reasons.	Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Express Auto Assessors and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AMACO Limited arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Unity Auto Garage and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by African Merchant Assurance Company Limited arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.
	Joseph Opili and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AMACO arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.
	Unique Plant & Solutions and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AMACO arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.
	Michael Ndungu and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AMACO arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.
	Murang'a Motor Spares Ltd And African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AMACO and Resolution arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Murang'a Motor Spares Ltd and Resolution Insurance Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Resolution and Resolution arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after Resolution Insurance was placed under Statutory Management. Investigations were closed.
	Stantech Motors and Africa Merchant Assurance Company Limited (AMACO)	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AMACO Limited arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA AMACO defaulted on its settlement commitments. Investigations were closed.
	Alpha Cherry and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AMACO arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after African Merchant Assurance Company Limited defaulted on its settlement commitments. Investigations were closed.
	P.N Kabara Auto Garage and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by AMACO arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Starden Insurance Investigators and African Merchant Assurance Company Limited (AMACO)	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by African Merchant Assurance Company Limited arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.
	Teryx Motor Services and African Merchant Assurance Company Limited (AMACO)	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by African Merchant Assurance Company Limited arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.
	Michael Musee and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by African Merchant Assurance Company Limited arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.
	Ruraka Auto Garage and African Merchant Assurance Company Limited (AMACO).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by African Merchant Assurance Company Limited arising out of delayed payments for services rendered, without justifiable reasons.	Transferred to IRA after AMACO defaulted on its settlement commitments. Investigations were closed.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Nyambene Arimi Dairy F.C.S Ltd and Netho Investments.	Agriculture	Section 24A(5)	A complaint on alleged abuse of buyer power by Netho Investment arising out of delayed payments for goods supplied, without justifiable reasons.	The accused did not have buyer power over the complainant as stipulated in Section 2 and Section 24A (4) of the Act. Investigations were closed.
	Deluxe Food Industries Ltd and Mulley's Supermarket.	Retail	Section 24A(5)	A complaint on alleged abuse of buyer power by Mulley's Supermarket arising out of delayed payments for goods supplied, without justifiable reasons.	Transferred to Retail Trade Dispute Settlement Committee (RTDSC) to be handled under the provisions of the Retail Sector Code of Practice. Investigations were closed.
	Skytone Distributors Limited and Mulley's Supermarket .	Retail	Section 24A(5)	A complaint on alleged abuse of buyer power by Mulleys Supermarket arising out of delayed payments for goods supplied, without justifiable reasons.	Transferred to Retail Trade Dispute Settlement Committee (RTDSC) to be handled under the provisions of the Retail Sector Code of Practice. Investigations were closed.
	Zinc Africa and Lintos-Mwalimu Hotel.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Lintos-Mwalimu Hotel arising out of delayed payments for services rendered, without justifiable reasons.	The accused did not have buyer power over the complainant as stipulated in Section 2 and Section 24A (4) of the Act. Investigations were closed.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Express Auto Assessors Pacis, Geminia and Sanlam, Insurance Companies	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Pacis, Geminia and Sanlam Insurance Companies arising out of delayed payments for services rendered, without justifiable reasons.	Accused was found to have abused its buyer power. Accused opted to settle the outstanding Kshs 1,081,983, 280,870, 427,236 recovered respectively. Investigations were closed upon payment of the final instalment.
	Sati Mutharu T/A Silver Rano Motors and Kenya Orient Insurance Company Limited	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Kenya Orient Insurance Company arising out of delayed payments for services rendered, without justifiable reasons.	Accused opted to settle the outstanding Kshs 887,570. Investigations were closed upon payment of the final instalment.
	CAK and Jubilee Insurance (Unfair Contractual terms by Jubilee Insurance)	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Jubilee Insurance arising out of unfair contractual terms.	Transferred to the Authority's Enforcement and Compliance department.
	Members of Kenya Motor Repairers Association (KEMRA) and Trident Insurance Company.	Insurance	Section 24A(5)	Complaint by seven (7) members of KEMRA against Trident Insurance for delayed payments, without justifiable reasons, and in breach of the agreed terms of payment; de-listing, demand for unfavorable terms and transfer of commercial risk to the repairers.	Six (6) garages paid in full the outstanding Ksh. 6,888,664.60. Investigations are ongoing for the pending garage.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Nordics Assessors and Corporate Insurance Company Limited (CIC).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by CIC arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Christopher Pius Ochieng T/A Jackyz Liquor Store and Pyasa Lounge and Restaurant.	Retail	Section 24A(5)	A complaint of alleged abuse of buyer power by Pyasa Lounge and Restaurant, arising out of delayed payments for supply of goods, without justifiable reasons.	Investigations are ongoing.
	Competition Authority Kenya (CAK) and Unilever Kenya Limited.	Retail	Section 24A(5)	A complaint of alleged abuse of buyer power by Unilever Kenya Ltd through unilateral variation of contract terms.	Investigations are ongoing.
	Express Auto Assessors and Takaful Insurance companies (Takaful).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power Takaful arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Express Auto Assessors and Britam Insurance Ltd (Britam).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Britam arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Express Auto Assessors and Corporate Insurance Company Limited (CIC).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by CIC arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Allan Delorie T/A Logistech Ltd and Trident Insurance Company Limited (Trident)	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Trident arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	E-World Communication Network and Linksoft Integrated Services (EA) Ltd.	Telecommunication	Section 24A(5)	A complaint on alleged abuse of buyer power by Linksoft Integrated Systems Ltd arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Maj Group Africa and Linksoft Integrated Services (EA) Ltd.	Telecommunication	Section 24A(5)	A complaint on alleged abuse of buyer power by Linksoft Integrated Services (EA) Ltd arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Elite Automobile Valuers & Assessors Limited and Kenya Orient Insurance Company Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Kenya Orient Insurance Company arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Justin Macharia T/A Mech Auto and Corporate Insurance Company Ltd (CIC).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by CIC arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Silvertech Networks Limited and Linksoft Integrated Services (EA) Ltd.	Telecommunication	Section 24A(5)	A complaint on alleged abuse of buyer power by Linksoft Integrated Services (EA) Ltd arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	John Thuku T/A Autospin and Corporate Insurance Company Ltd (CIC).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by CIC arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	A-One Plus and Ideal Appliances Limited.	Transportation	Section 24A(5)	A complaint on alleged abuse of buyer power by Ideal Appliances Ltd arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Motorways (K) Ltd and The Kenyan Alliance Insurance Company Ltd (Kenyan Alliance).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Kenyan Alliance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Chania Gathais Ltd and Monarch Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance arising out of delayed payments hence involvement of the Authority.	Investigations are ongoing.
	Instep Loss Assessors and Metropolitan Cannon Assurance (K) Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Metropolitan Cannon Assurance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	PN Kabara Auto Garage and Monarch Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Solex Motors Limited and Kenyan Alliance Insurance Co. Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Kenyan Alliance Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Palm Motors Limited and Monarch Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Solex Motors Limited and Saham MUA Insurance Limited	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Saham MUA Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Francis Mwaniki T/A Franktech Motor Assessors and Monarch Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Selling Point Media Limited And Royal Mabati Limited	Manufacturing/ Creative	Section 24A(5)	A complaint on alleged abuse of buyer power by Royal Mabati arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Philafe Engineering Ltd and Linksoft Integrated Systems (EA) Ltd	Telecommunication	Section 24A(5)	A complaint on alleged abuse of buyer power by Linksoft Integrated (EA) Ltd arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Leonard Kali T/A Leonard Private Investigation Agency and Monarch Insurance Co. Ltd	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Vision Motor Consultants Ltd and Jubilee Insurance Company Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Jubilee Insurance arising out of delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Investigations are ongoing.
	Motorcare Limited and Jubilee Insurance.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Jubilee Insurance arising out of delayed payments for services rendered, without justifiable reasons and in breach of the agreed terms of payment.	Investigations are ongoing.

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No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Proactive Risk Solutions and Trident Insurance Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Trident Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Philip Wachira T/A Dee Em Auto Garage Ltd and Corporate Insurance Company (CIC).	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by CIC arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Maxwell Autotech Ltd and Monarch Insurance Co. Limited.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.
	Maroon Assessors Ltd and Monarch Insurance Company Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance arising out of delayed payments hence involvement of the Authority.	Investigations are ongoing.
	Leone Motor & Risk and Monarch Insurance Company Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.

No	Case	Sector	Relevant Section of the Act	Case Summary	Outcome
	Deluxe Automobiles and Occidental Insurance Ltd.	Insurance	Section 24A(5)	A complaint on alleged abuse of buyer power by Monarch Insurance arising out of delayed payments for services rendered, without justifiable reasons.	Investigations are ongoing.

MARKET SURVEILLANCE IN IDENTIFIED SECTORS					
No	**Case**	**Sector**	**Relevant Section of the Act**	**Summary of the Matter**	**Outcome**
	Retail Sector Surveillance 2021	Retail	Section 24A(2)	Market Surveillance in the retail sector, informed by reports of incidences of abuse of buyer power through delayed payments by retailers, without justifiable reasons.	Market surveillance carried out and recommendation report developed. Investigations on abuse of buyer power through delayed payments by Peter Mulley's & Co. Ltd and Quick Matt Supermarket Ltd initiated and concluded. Mulley's referred to the Retail Trade Dispute Settlement Committee under clause 18 of the Retail Sector Code of Practice.
ADVISORIES ON ABUSE OF BUYER POWER MATTERS					
No	**Case**	**Sector**	**Relevant Section of the Act**	**Summary of the Case**	**Outcome**
	Majid Al Futtaim Insurance.	Retail	Section 24A	Request for an advisory on the supply agreement between the parties.	Advisory opinion provided
	Megatron Kenya and Jubilee Insurance.	Insurance	Section 24A	Request for advisory on alleged abuse of buyer power	Advisory opinion provided

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	Kariuki Kiragu and Nashulai Maasai Conservancy and The Green Blue Africa Foundation (GBFA).	Construction	Section 24A	Request for advisory on alleged abuse of buyer power.	Advisory opinion provided
1.	Stuttafords Removals Pvt Ltd and Dove Movers Ltd.	Transport	Section 24A	Request for advisory on alleged abuse of buyer power	Advisory opinion provided

4. Restrictive Trade Practices

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	A. Sudhir Dhutia vs Kawsar and Alnur.	Banking, Finance and Insurance.	The Authority received a complaint from Sudhir Dhutia that alleged an anti-competitive conduct of money laundering, tax evasion and harassment against Kawsar Auto Spares and Alnur Motor Spares in Mombasa.	N/A	Preliminary analysis established that the complaint fell outside the purview of the Act. The matter was closed and the complainant was advised to forward the matter to DCI to progress the investigations.
	Abai Omusala David T/A New Mega Africa Limited Vs Tower Sacco Society Limited	Banking, Finance and Insurance.	The Authority received a complaint from Chepkirui Koech & Associates Advocates LLP, a registered legal practice in Kenya on behalf of their client(Abai Omusala) alleging that the accused had engaged in conduct amounting to a restrictive trade practice by disclosing information given to them by the complainant to competitors.	Section 21	Review of the matter established that the complaint fell outside the purview of the Act, since the allegations relate to breach of contract rather than an anti-competitive conduct.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Prime Bet Limited Vs Bet Mbao Ltd	Gambling and Sports Betting	The Authority received a complaint from Sudi Mauti advocates acting for Bet Mbao alleging a conduct of predatory practices by Prime Bet Ltd in Turkana County	Section 23 and Section 24	The Authority established that the accused is not a dominant undertaking as defined by Section 23 since it was established that Shop and Deliver Ltd ("Betika") has a market share of 64.9% while Odibets, Sportibet and Betway have market shares of 13.7%, 7.6%, Betway 6.7% respectively with the rest of the players including prime bet holding 7.1 % of the market share. Equally, the conduct of Prime Bet of collaborating with the County of Turkana officials and police officers to prevent setting up shop and to stall the operations of an outlet of Bet Mbao Limited and the continuous issuance of threats and intimidation did not amount to an infringement of the provisions of the Competition Act, but are acts of a criminal nature. The complainant was advised to refer the matter to the DCI and the matter was closed.

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No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Association of Kenya Professional Insurance Agents (AKPIA) Vs County Government of Tana River	Banking, Finance and Insurance.	The Authority received a complaint from the Association of Kenya Professional Insurance Agents (AKPIA), against the County Government of Tana River in which it alleged tendering malpractices and unfair competition in the process	Section 21	The Authority assessed the complaint and it established that it had no jurisdiction in the matter on the grounds that the County Government of Tana River does not fall within the meaning of the term "undertaking" as provided in section 5 (1) of the Competition Act. Further, that the County Government does not engage in trade as defined under section 5 (5) as read together with section 2 of the Competition Act. The matter was referred to PPRA for investigations.
	CAK Vs Ingenious Concept Group Ltd (Ingenious).	Advertising and Media	The Authority initiated an investigation into the practices and activities of players of the Outdoor Advertising industry on allegations that members of Outdoor Advertising Association of Kenya (OAAK) were engaged in price fixing for the 12m by 10m billboards in major towns in Kenya. The allegations against Ingenious with other members of OAAK pointed towards the breach of Section 21 of the Act	Section 21 and Section 22	The Authority concluded the investigations and after considering the parties' submissions, arrived at a determination that Ingenious was in contravention of section 21 (1) (b) and 21 (3) (a) of the Act. Ingenious Concept Group Ltd paid the outstanding amount of the pecuniary penalty and the full amount of Ksh. 193,021.00 was remitted and the matter was accordingly closed.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	CAK Vs Kansai Plascon Kenya Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in paints manufacturing and distribution in Kenya on its own motion pursuant to the provisions of section 31 (1) of the Act.	Section 21 and 22	It was determined that Kansai Plascon Kenya Limited was in contravention of section 21 (1) and (3) (a) of the Act. Kansai Plascon Kenya Limited appealed the decision at the Competition Tribunal in January 2020. Kansai Plascon Kenya Limited later elected to have an out of Tribunal settlement with the Authority pursuant to Article 159 of the Constitution of Kenya 2010. The matter was settled amicably by Kansai Plascon Kenya Limited paying a pecuniary penalty of Ksh. 10,536,410.00.
	East Africa Breweries Limited Vs Keroche Breweries	Manufacturing	The Authority received a complaint from Keroche Breweries Limited on allegations of abuse of dominance by Kenya Breweries (KBL) in the Euro Brown Beer bottle market Keroche alleged that KBL was the embossing the EABL Logo on the euro brown bottles, and that this amounted to limiting or restricting production, market outlets or market access through predatory or other practices.	Section 23 and Section 24	The Authority determined that the practice of embossment of the Euro Brown Beer Bottles by KBL did not amount to an abuse of dominance since there was no evidence of limiting or restricting production, market outlets or market access, investment, distribution, technical development or technological progress as contemplated by section 24 (2) (b) of the Act.

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No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	CAK Vs Kenya Sugar Manufacturers Association (KSMA)	Manufacturing	The Authority on a suo moto basis reviewed allegations in the media that Kenya Sugar Manufacturers Association (KSMA) convened a meeting to discuss the possibility of fixing a minimum price of sugar. KSMA allegedly urged the sugarcane pricing committee to also recommend minimum sugar prices.	Section 21 and Section 22	A review of the matter did not establish any evidence that KSMA had fixed the prices of sugar. On the contrary, it was observed that many of the sugar millers are government-owned and have high overhead costs that lead to high production cost and this makes it difficult to get into agreements with the more efficient private factories. The matter was therefore closed
	CAK Vs Naivas Supermarket	Retail and Distribution	The Authority received a complaint from James Gikonyo a resident of Nairobi who who alleged that since its opening, Naivas Supermarket located close to the City Market in Nairobi Central Business District has been stocking only its own in-house baked bread as well as Broadways brands of bread.	Section 21 and Section 23	Upon review, the Authority ascertained that the Naivas supermarket branch also stocked competing Brands of bread. The complainant was accordingly informed and the matter was closed.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	CAK vs PSIA	Security and Protection	The Authority based on market intelligence, initiated investigations in the private security industry in Kenya with a view of establishing the level of competition and whether there were any restrictive trade practices among the players in the industry	Section 21 and Section 22	The Authority concluded its investigations after review of a number of tenders from state corporations, interactions with PSIA and the wages council. It determined that PSIA's were within the normal operations to categorize their security market for proper engagement with the wages council. It was determined that the association did not violate any section of the Act by making recommendations and the matter was closed.
	CAK Vs Top Range Limited	Tendering, Leasing and Public Procurement	The Authority investigated the allegation of bid rigging in the supply of concrete electric poles to Rural Electrification and Renewal Energy Corporation (REREC) formerly Rural Electrification Authority (REA).	Section 21	The Authority determined that Top Range Limited colluded with two other companies in the supply of electric poles to REREC and were in violation of section 21(3) of the Act. Top Range Limited administratively settled the matter pursuant to the provisions of Section 38 of the Act where a pecuniary penalty of Ksh. 467,622.00 was imposed on the company of which they settled.

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No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	CAK Vs Commuter Services Ltd (KAM & MAKATA SACCO AND NAEKANA SACCO)	Transportation and Logistics	The Authority, through review of media reports, noted complaints launched by two matatu SACCOs plying Nairobi-Tala route, which accused a new entrant (NAEKANA) of reducing fares on that route by Ksh. 200 from Ksh. 300 to Ksh. 100.	Section 23 and Section 24	The Authority established that that neither NAEKANA Sacco nor KAM Sacco or MAKATA **Sacco** were dominant in the Nairobi Tala route market and there was no evidence of Undercutting by NAEKANA Sacco. The matter was closed.
	EATA Vs Maersk	Transportation and Logistics	The Authority received a complaint from EATA alleging that Maersk was using its dominance to coerce clients to take new services it plans to roll out e.g warehousing, clearing and forwarding and transport in order to accept offering them shipping services.	Section 23 and Section 24	The mater was closed due to lack of sufficient evidence to support the allegations.
	Gateway Marine Services Limited Vs Maersk Group	Transportation and Logistics	The Authority received a complaint from Gateway Marine Services that Maersk Kenya Limited (MKL) had unilaterally decided to stop handling business that is on a non- Through Bill of Lading (TBL) basis, and that it was handling all its businesses through `` only TBL`` business.	Section 23 and Section 24	The matter was closed for lack of compelling evidence that Maersk Kenya Limited was in contravention of section 24(1) and (2) of the Act

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Faith Igosangwa Eat Clean Food Company	Retail and Distribution	The Authority received a complaint from Faith Igosangwa t/a EatClean Foods Company, alleging that the Mr. Gorbachev Omondi had engaged in a conduct amounting to a restrictive trade practice under the Act by using information provided to him by the complainant to establish a similar business and preventing the complainant from accessing potential customers due to his alleged extensive connections in the distribution of products of imported cinnamon pods.	Section 23 and Section 24	The Authority ascertained the accused party did not meet the threshold of Dominance and neither did they possess market power in the relevant market. The Authority further noted that the market was wide and includes supermarkets, retail stores, health stores and others in the same categories in which the complainant could access. As such the case was closed.
	James Okello Vs EPRA	Energy and Petroleum	Mr James Okello, a retailer of fuel products lodged a complaint with the Authority concerning fuel price regulation. He stated that for a period of three months, the Energy and Petroleum Regulatory Authority (EPRA) had not been regulating the price of fuel sold by shippers but regulated fuel sold by retailers thus creating an unfair playing field between shippers and retailers.	Section 2 and Section 5	The Authority reviewed the complaint in accordance to Section 2 and 5(1) of the Act, and established that the matter did not fall within the ambit of the Act.It reffered the complainant to EPRA.

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No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Kiambu Liquor Welfare Group (DEFCO)	Retail and Distribution	The Authority received a complaint from Kiambu Liquor Welfare Group alleging that Defence Forces Canteen (DEFCO) products were being sold to the general public of Kiambu County at a low prices thereby creating unfair competition. He alleged that the four outlets that sold the DEFCO products include two within Kiambu Prisons compound, one at Kiambu Police Station and another one at the former administration police canteen opposite Kiambu GK prisons	Section 21	The Authority reviewed the matter and concluded that DEFCO was not an undertaking within the meaning of the Act and as such the matter fell outside the ambit of the Act. The complainant was advised to forward the matter to Kenya Revenue Authority.
	Gloabal Procurement Academy Ltd(GPA) and Kenya Institute of Supplies Management(KISM)	Professional Associations	The Authority received a complaint on a non-competitive conflict of interest behaviour by Kenya Institute of Supplies Management (KISM). The complainant (GPA) alleged that KISM, through its CPD policy, had employed tactics aimed at rendering the training programs of licenced professional firms unattractive in favour of only those of KISM contrary to section 21 of the Act, and further alleged that this action was driving licenced trainers out of business.	Section 21	The Authority reviewed the complaint and the evidence of the conduct and observed that the accreditation and cpd policy may restrain competition in the supply of training services offered to the supply chain professionals. It therefore advised KISM to reengage its stakeholders to develop a revised CPD structure which will accommodate both structured and unstructured trainings.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Leasing sector	Tendering, Leasing and Public Procurement	The National Treasury sought an advisory from the Authority as to whether bidder's M/s DT. Dobbie and M/s. Toyota Kenya in the submission of their bid for tender No. TNT/014/2020- 2021 for the provision of leasing of motor vehicle phase VI, were in a violation of the provisions of the Competition Act No 12 of 2010 specifically section 21 (3) (c) that prohibits collusive tendering.	Section 21	The Authority did not establish collusion by the parties in relation to the tender for leasing of motor vehicles. Treasury was accordingly informed and the matter was closed.
	Maisha Bora Vs Various Supermarkets	Retail and Distribution	The Authority received a complaint from Maisha Bora Limited alleging that some supermarkets including Cleanshelf, Naivas, Chandarana, Carrefour and Quickmart were engaging in cartel conduct aimed at limiting the complainants' access into the market. Maisha Bora cited lack of support from the supermarkets to its products and unwillingness by the supermarkets to engage or negotiate with Maisha Bora which they claimed restricted it from accessing the market.	Section 21	The complainant was unable to provide evidence of the allegation and the Authority invoked the provisions of Rule 34 (5) (b) of the Competition (General) Rules, 2019 and closed the matter.

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No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Monopolization of the importation and distribution of starlicide	Agrochemical	The Authority received a complaint from the Watamu Association, alleging that Little Kenya Garden Limited had engaged in conduct amounting to an abuse of a dominant position by monopolizing the importation and distribution of Starlicide, a chemical used for controlling the Indian house crow population, a bird of the crow family commonly found in Kenyan coastal towns.	Section 23 and Section 24	The Authority did not find compelling evidence of abuse of dominance by Little Kenya Gardens Limited. It advised the Watamu Association to engage the relevant Government agencies namely Kenya Wildlife Services (KWS) and the Pest Control Products Board (PCPB) respectively on the necessary steps in order to facilitate importation and address the crow concerns.
	Mr Omwanza Ombati's Petition Vs Oil Companies	Energy and Petroleum	The Authority received a complaint from MNW & Advocates LLP, on behalf of Mr. Omwanza Ombati ("the complainer"), in relation to alleged violations of the Competition Act occasioned by the acute "shortage" of fuel in the country. The complainant alluded that the fuel shortage in the county was a result of collusion by "dominant" industry players in a bid to achieve selfish commercial ends at the expense of consumers.	Section 23 and Section 24	The Authority noted that EPRA had initiated similar investigations in the sector pursuant to the Energy Act, 2019 specifically on the conduct of hoarding. The Authority advised the complainant to forward the complaint to EPRA.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Anticompetitive proposal by Devki Mills	Manufacturing	The Authority, received a complaint from the Consumer Federation of Kenya (CoFeK) on allegations that Devki Steel Limited wanted three tariffs codes, 7207.11.00 Billets, 7213.91.00 wire rods and 7202.30.00 Silico manganese/Ferro-silicon be reverted to be correct classification as per the value chain and the increase of import duty of clinker so as to monopolize the supply of clinker.	Section 22	The Authority reviewed the allegations and observed that the contents of the letter from Devki to KAM were mere proposals which had not been implemented. It also noted that KAM had also advised that standards setting is a mandate of KEBS and that import duty was an issue that fell with the Revenue Authority and would be reviewed after four years. The authority closed the matter on the basis that Devki letter had not been implemented and the KAM had addressed the issues of contention.
	Proposed National Automotive Policy	Banking, Finance and Insurance.	The Authority received a complaint from Kenya Auto Bazaar Association (K.A.B.A) who lodged a complaint against new motor-vehicle dealers and assemblers. The complaint alluded that new motor-vehicle dealers and assemblers were proposing the operationalization of the proposed National Automotive Policy (NAP), whose sole aim, was, imposition of a total ban on the importation of used motor vehicles to protect them from competition.	Section 21 and Section 24	The Authority the Authority observed that the National Automotive Policy is a draft document still under review and as such cannot be condemned before completion. The complainant was accordingly advised and the matter was closed.

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No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Ric-Gray market Sellers	Retail and Distribution	The Authority received a complaint from Mr. Rickesh Jani alleging that he was the sole appointed distributor for an international brand of contact lenses in Kenya, Uganda and Tanzania. The complainant was against parallel importation by other distributors.	Section 21	The Authority reviewed that complaint and opined that parallel imports from a competition perspective increase intra-band competition or competition among distributors or retailers of the products marketed under the same trademark. They also provide an additional supply channel that results in price reductions and provides consumers with additional range of choices. The complainant was was accordingly advised that grey marker sellers in Nairobi did not raise anti-competitive concerns.
	Shop & Deliver Ltd and Kareko Ltd	Gambling and Sports Betting	The Authority received a complaint from Shop and Deliver Limited against Kareco Holdings Limited (Odibets) alleging that on diverse dates between 9th - 20th June 2021, Betika embarked on a road safety campaign within Nairobi County and they issued 10,000 reflector jackets to motorcycle riders.Later ,it came to their attention that Kareco Holdings Limited trading as (Odibets), through its employees, representatives and agents had been engaging in limiting Betika's marketing activities by sabotaging the distribution of Betika merchandise	Section 23 and Section 24	The Authority established that the complaint did not amount to a competition violation within the meaning of the Act. The allegations were deemed to be criminal in nature. Therefore, The Authority advised the complainant to seek the necessary redress from the Directorate of Criminal Investigations (DCI).

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Smartcode Technologies V Safaricom PLC	Information and Communication Technology	The Authority received a complaint from Smartcode Technologies (Smartcode) against Safaricom PLC (Safaricom), in in which the complainant alleged that Safaricom was using its registered Trade name POCHI in offering its new service dubbed Pochi La Biashara. The complainant submitted that Smartcode Limited is the Bonafide registered owner of name POCHI having registered the same with Kenya Industrial Property Institute	Section 21, Section 23 and Section 24	The Authority, opined that the matter did not fall within its mandate since the allegations related to a dispute on ownership of a trade name and rights of use. The complaint was referred to Kenya Industrial Property Institute (KIPI), and the complainant was advised accordingly
	Smart Vehicle Telematics	Information and Communication Technology	The Authority received a complaint from a member of the public who alleged that Safaricom was forcing providers of telematics to use specific lines with a minimum limit of Ksh 105 per month. He alleged that Safaricom PLC was abusing its dominance in the provision of telematics services.	Section 23 and Section 24	There was insufficient evidence adduced to demonstrate that Safaricom misused private information/details obtained through registration of Sim cards used to conduct the telematics business. Additionally it was observed that the complainant had several other choices of providers of sim-cards to facilitate the telematics. The complainant was accordingly advised and the matter was closed

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No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Solution Savings Sacco and Trans Nation Sacco	Banking, Finance and Insurance.	The Authority received a complaint from Solution Savings and Credit Co-operative Society Limited alleging the creation of an unhealthy business environment by Trans Nation Sacco Limited through soliciting false information in an effort to incite, cause mistrust amongst the loyal members of Solution Sacco Ltd and portray the Sacco negatively especially amongst schools in the Meru region. The complainant alleged unhealthy competition.	Section 21, Section 23 and Section 24	The complainant was advised to seek redress from the Sacco Societies Regulatory Authority (SASRA), since they regulate the conduct of Sacco Societies in Kenya.
	Unfair Competition in the Agricultural Sustainability Certification Industry		The Authority received a complaint from Africert over allegations that there were players (certification Bodies) who were not remitting their taxes to the KRA, making Africert competitively disadvantaged. It was the prayer of the complainant that the Authority intervenes in the matter to offer a fair playground.	Section 21	A review of the Complaint established that imposition or collection of Taxes, the collection of fees for licenses, permits and authorities and internal transaction within Government, a state corporation or a county Government are The complainant was advised to seek redress from the Revenue Authority (KRA) since the issues of contention are on tax evasion/ avoidance which fall within its mandate.

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Unfair Contractual terms Insurance (Jubilee Health Insurance Limited)	Banking, Finance and Insurance.	The Authority received a complaint against Jubilee Health Insurance Limited (Jubilee), in which the complainant alleged that Jubilee was imposing a new payment model on some private hospitals in their panel to the exclusion of others because of their bargaining power and that the new payment model entails payment of claims by Jubilee at an agreed package per patient visit regardless of the actual value of the invoice raised	Section 21 and Section 24A	The Authority findings were that the pricing of the Out-patient package price was not a contravention to section 21(3) (d) of the Act as the agreements had a caveat that provides that "patients are entitled to receive services exceeding the value of the fixed cost." It was also observed that the package does not set a minimum price and that different hospitals offer services of different levels and quality and are also graded differently. Additionally hospitals had the capacity to negotiate on the pricing levels for various services. The matter was therefore closed.
	Unfair Trade Practice Buying and selling of crabs Lobsters and Fish	Agriculture, Forestry and Fishing	The Authority received a complaint from the Crustacean Exporters and Dealers association alleging that foreign-owned companies have taken over their businesses and are deliberately aiming to kick locally owned companies out of business. The complainant alleged abuse of a dominant position due to the alleged conduct of controlling the exportation of live crustacean (lobsters' crabs) and seafood.	Section 21	The Authority assessed the complaint and established that the complaint falls within the purview of the Kenya Fisheries Management and Development Act No. 35 of 2016 (Fisheries Act) and advised that it should be addressed to the Fisheries Services whose mandate is to conserve, manage and develop Kenya's fisheries and aquaculture resources.

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No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Wananchi Group and Nyayo Estate Residence Association	Information and Communication Technology	The Authority received a complaint from Wananchi Group Kenya Limited (Wananchi) alleging that the Nyayo Embakasi Residents Association (NERA), which owned and operated the network infrastructure within Nyayo Estate had unilaterally prescribed an additional fee of Ksh. 258/- (VAT) exclusive per month to be paid by Internet Service Providers (ISPs) for each customer that an ISP provides services within the estate. NERA had also appointed a maintenance company Soliton Telmec Limited as the sole company to handle all maintenance activities and expansion of infrastructure within the Estate.	Section 2 Section 23 and Section 24	The Authority established that NERA's does not qualify as an undertaking as per Section 2 of the Competition Act. It established that NERA had not violated the Act and the investigation was closed
	Steel Sector Investigations	Manufacturing	The Authority initiated investigation on its own motion on the conduct of certain steel manufacturers following a tip-off that steel manufacturers were engaging in price fixing and output restrictions practices contrary to the provisions of section 21 of the Act. The Authority conducted a search and seizure exercise at the premises of eight steel manufacturers in December 2021 and issued Notices of Investigation to six additional manufacturers.	Section 21 and 22	Investigations are ongoing

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	CAK and Kenya Wood Preservers Association (30)	Energy and Petroleum	The Authority initiated investigations into the conduct of members of Kenya Wood Preservers Association following a tip-off that members of the said Association were allegedly engaging in bid rigging practices in their supply of electric poles to Kenya Power and Lighting company, contrary to the provision of section 21 of the Act.	Section 21 Section 23 and 24	Investigations are ongoing
	Allegations of excessive pricing by Safaricom	Information and Communication Technology	The Authority received a complaint on allegations of excessive pricing by Safaricom PLC.	Section 21 and 24	Investigations are ongoing
	Edenswin traders limited vs AFA	Agriculture, Forestry and Fishing	Edenswin alleged that he had been facing challenges in exporting of in-shell macadamia since 2018 attributable to regulatory barriers and cartels.	Section 23 and 24	Investigations are ongoing
	M/s CPG Engineering Solutions vs M/s Bags and Balers	Manufacturing.	The Authority received a complaint from M/s CPG Engineering, a prequalified firm for supply of sample bags to KTDA Factories Solutions Ltd, against M/s Bags and Balers Ltd alleging that, M/s Bags and Balers Ltd were engaging in anticompetitive practices in the sale of the sample bags.	Section 21 & 24.	Investigations are ongoing
	Memorandum from KAM on the Insurance Sector	Banking, Finance and Insurance.	Allegation of increase on premiums by insurance players	Section 21	Investigations are ongoing

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No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Digital Taxis Companies	Transportation and Logistics	The Authority received a complaint from Mr. Ken Muiruri against App-based taxis companies alleging that the digital taxis companies are engaged in practices of vertical price fixing thus violating the stated terms, abuse of buyer power and abuse dominance and perpetuating unfavorable discounting policies among other unfair conducts	Section 24	Investigations are ongoing
	Introduction of container maintenance charge on import containers	Transportation and Logistics	The Authority received a complaint from representatives of exporters and importers of cargo regarding the introduction of maintenance and repair of containers against Pacific International Lines, Oceanfreight (EA) Limited/Mediterranean Shipping Company (MSC), Compagnie Generale Maritime (CMA CGM) and I Messina (U) Limited. The complainant alleged that some shipping firms increased charges for container maintenance and engaged in collusion.	Section 21	Investigations are ongoing
	Kenya Transporters Association (KTA)	Transportation and Logistics	The Authority initiated investigations into an alleged restrictive trade practice by Kenya Transporters Association (KTA) in the road transport sector, based on information that the Association issued a directive to the members to increase transport cost by 5%.	Section 21	Investigations are ongoing

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Milk shortage	Retail and Distribution	The Authority received a complaint from Ms. Muthoni Kiruriti in relation to alleged milk shortages in Mombasa with certain retailers rationing milk to six (6) packets per customer and that these Mombasa retailers were creating an artificial shortage in milk and hiking prices	Section 21	Investigations are ongoing
	Edible Oils	Manufacturing	Pursuant to Section 31(1) of the Act, the Authority initiated investigations into the activities of manufacturers of edible oils and bar soaps in Kenya on price stickiness despite apparent steady decrease in the cost of palm oil, the main manufacturing input	Section 21 and 22	Investigations are ongoing
	CAK vs Banks	Banking, Finance and Insurance.	Pursuant to Section 31(1) of the Act, the Authority in June, 2022 initiated investigations on an alleged collusion in the exchange rates between banks	Section 21 and 22	Investigations are ongoing
	Erick Onyango and Uber and Bolt	Digital Taxi Hailing Sector	The Authority received a complaint from Mr. Eric Ochieng' against application-based taxi companies ; Uber Kenya and Bolt Kenya alleging that the two companies are engaged in perpetuating unfavorable pricing policies to Kenyan drivers who operate in the two platforms	Section 23	Investigations are ongoing
	Super fine Distributors (Stationery)	Retail and Distribution	Allegations by Superfine Ltd that schools are forcing parents to purchase stationery from a specific outlet.	N/A	Investigations are ongoing

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No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Airtel Network (K) Limited v Safaricom PLC	Information and Communication (Telecommunications	The Authority received a complaint from Airtel Network Limited alleging that Safaricom PLC had applied predatory pricing in certain promotions by charging below the Mobile Termination Rates to their detriment.	Section 23 and 24	Investigations are ongoing
	Zoo Football Limited and Football Kenya Federation v StarTimes Media (Kenya) co. Ltd	Advertising and Media	The Authority received a complaint from Zoo Football Limited alleging that FKF and StarTimes had breached the prohibitions in the Competition Act in relations to a Media Rights and Commercial Rights Agreement dated 29th September 2020 and FKF Regulations.	Section 21(4) and Section 23 and 24	Investigations are ongoing
	Conformity assessment for PSV	Transportation and Logistics	The Authority received a complaint from Mwenda & Associates (Assessor) who accuses the Kenya Association of Bus Manufacturers (KABM) of refusing the Assessor an opportunity to be involved in the assessment of the Association members' bus bodies. The complaint alleges the existence of an existing monopoly in the assessment of the built bodies of PSVs	Section 23 and Section 24	Investigations are ongoing
	Competition Authority of Kenya and Farmers Choice	Manufacturing	The complainant alleged that the Farmers Choice company was abusing its dominance by hiding and hoarding sausage casings and creating artificial.	Section 23 and Section 24	Investigations are ongoing
	Central Highlands Tea Factory vs KTDA Gatunguru Tea Factory.	Agriculture, Forestry and Fishing	The Authority received a complaint from Central Highlands alleging abuse of dominance by KTDA.	Section 23 and 24	Investigations are ongoing

No	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	CAK vs Farmers choice	Manufacturing	The Authority received an anonymous complaint alleging that Farmers Choice was engaging in conduct amounting to an abuse of a dominant position under the Act by hiding and hoarding sausage casing. This was specifically affecting two major brands of Sausage casings namely Devro and Viscofan.	Section 23 and Section 24	Investigations are ongoing
	CAK vs Naweza	Tendering, Leasing and Public Procurement	The Authority investigated the allegation of bid rigging in the supply of Treated Wooden poles to Rural Electrification Authority REA now REREC and found out that Sonara Ventures and other companies were involved in bid rigging and collusion in the provision of the concrete poles.	Section 21	Forwarded to DCI
	CAK vs Sonara	Tendering, Leasing and Public Procurement	The Authority investigated the allegation of bid rigging in the supply of Treated Wooden poles to Rural Electrification Authority REA now REREC and found out that Sonara Ventures and other companies were involved in bid rigging and collusion in the provision of the concrete poles. Sonara has failed to pay a penalty arising from a settlement agreement with the Authority.	Section 21	Forwarded to DCI

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5. **Compliance Cases**

No	Compliance	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status
1.	CAK and Cooper K Brands (CKL)		The Authority pursuant to the provisions of section 26 of the Act granted to Africa Limited (CKL) an exemption on territorial allocation relation to certain provisions contained in its Proposed Strategic Business Partnership Agreement) and CKL compliance. The condition was to review their Strategic Business Partner Agreements as guided in the Exemption granted.	Section 26	CKL presented to the Authority a revised Agreement. The matter was subsequently closed by the Authority with CKL having sufficiently amended its agreements to allow for passive sales and indicating full implementation of the new agreements and further having the same implement.
2.	CAK vs KAPA Oil Refineries	Manufacturing	The Authority initiated investigations into claims by Kapa Oil Refineries regarding the contents of their products Tilly cooking fat, Rinsun and Captain Cook cooking oils, as well as their labelling	Section 59(1)(a), 2(a) of the Act;	Compliance process is ongoing.
3.	CAK vs Bakhresa Food Products Ltd	Manufacturing	The Authority initiated investigations into claims that Bakhresa has made regarding its product namely Azam Pineapple Juice being rich in vitamin C and contains no preservatives.	55 (a) (i) and 60(1) of the Act	Compliance process is ongoing.
4.	Branch International Limited and Century Microfinance Bank Limited	Banking	The Authority had approved with conditions the acquisition of 84.89% of the issued share capital in Century Microfinance Bank Limited by Branch International Limited	Section 42 and Section 9	Compliance process is ongoing.
5.	Coca-Cola Sabco Compliance	Manufacturing	The Authority had approved acquisition of Almasi Beverages Limited by Coca Cola Sabco (East Africa) Limited (CCSEA) with conditions.	Section 42 and Section 9	Compliance process is ongoing.

No	Compliance	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status
6.	CAK Vs. Akiyda 2000 Ltd	Manufacturing	Requirement on the provision of the day and month of manufacture and best before the date with the words "best before" date and month being expressly set out on all packaging of products.	Section 59(1)(a), 2(a) of the Act; Section 9 (a)	Compliance is ongoing
7.	CAK vs Minibakeries	Manufacturing	Requirement on the provision of the day and month of manufacture and best before the date with the words "best before" date and month being expressly set out on all packaging of products.	Section 59(1)(a), 2(a) of the Act; Section 9 (a)	Compliance is ongoing
8.	Khetias & SOCs	Retail and distribution	The Authority approved Sales and Purchase of 50% of the issued shares in SOC Stores Limited	Section 42 and Section 9	Compliance process is ongoing.
9.	Marinvestment SR.1 and Ignazio Messina	Transport	The Authority approved the acquisition of the Ignazio Messina by Marinvest S.R.I conditionally.	Section 42 and Section 9	Compliance process is ongoing.
10.	CAK Vs Debenharm & Fear Ltd Compliance	Manufacturing	Pursuant to Section 70(A) of the Act as read together with Rule 34 (1) of the Competition (General) Rules, 2019, the Authority in 2020 initiated investigations on cosmetic products manufactured by Debenharm & Fear Ltd specifically on labelling and product information as per section 60 (1) of the Act	Section 55 (a) (i), 60 (1) of the Act; Section 9	Compliance process is ongoing.

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No	Compliance	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status
11.	CAK vs Sunveat	Manufacturing	Pursuant to Section 70(A) of the Act as read together with Rule 34 (1) of the Competition (General) Rules, 2019, the Authority in 2020 initiated investigations on cosmetic products manufactured by Debenharm & Fear Ltd specifically on labelling and product information as per section 60 (1) of the Act	Section 55 (a) (i), 60 (1) of the Act; Section 9	Compliance process is ongoing.
12.	CAK Vs Kenafric Bakery	Manufacturing	The Authority initiated investigations against bread manufacturers. Requirement on the provision of the day and month of manufacture and best before the date with the words "best before" date and month being expressly set out on all packaging of products.	Section 59(1)(a), 2(a) of the Act; Section 9 (a)	The matter was closed after the Authority's established that the parties had complied
13.	CAK Vs Kenblest Limited	Manufacturing	The Authority initiated investigations against bread manufacturers. Requirement on the provision of the day and month of manufacture and best before the date with the words "best before" date and month being expressly set out on all packaging of products.	Section 59(1)(a), 2(a) of the Act; Section 9 (a)	The matter was closed after Authority's established that the parties had complied
14.	CAK VS Sansora bakers	Manufacturing	The Authority initiated investigations against bread manufacturers. Requirement on the provision of the day and month of manufacture and best before the date with the words "best before" date and month being expressly set out on all packaging of products.	Section 59(1)(a), 2(a) of the Act; Section 9 (a)	The matter was closed after Authority's established that the parties had complied
15.	CAK VS United Millers	Manufacturing	The Authority initiated investigations against bread manufacturers. Requirement on the provision of the day and month of manufacture and best before date in terms of date, month and year respectively	Section 59(1)(a), 2(a) of the Act; Section 9 (a)	The matter was closed after Authority's established that the parties had complied

No	Compliance	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status
16.	CAK VS Tumaini Supermarkets (Quickmart)	Manufacturing	The Authority initiated investigations against bread manufacturers to confirm compliance with Product Information Standards on bread labelling.	Section 59(1)(a), 2(a) of the Act; Section 9 (a)	The matter was closed on 5th July 2021 after Tumaini complied with the Authority's order. Parties were informed of the closure via a letter dated 9th July 2021.
17.	Kenol Kobil and Gulf energy Holdings Limited	Retail and Distribution	The Authority approved the acquisition of control of Gulf Energy Holdings Limited by Rubis Energies SAS (RUBIS) formerly Kennol Kobil Plc with conditions on employee retention, honouring existing contracts with SMEs suppliers and dealers.	Section 42 and Section 9	The matter was closed after Authority's established that the parties had complied
18.	Amethis Retail and Naivas International	Retail and Distribution	The Authority approved the acquisition of control in Naivas International by Amethis Retail with conditions that the merged entity to clear all outstanding debts with SMEs suppliers and honour all existing contracts with SMEs suppliers	Section 42 and Section 9	The matter was closed after Authority's established that the parties had complied
19.	Kenya Commercial Bank and National Bank of Kenya	Banking, Finance and Insurance	The Authority approved the acquisition by KCB Group Plc of 100% of the ordinary shares of National Bank of Kenya Limited with condition that 90% of the employees of the merged entity be retained for a minimum of two years.	Section 42 and Section 9	The matter was closed after Authority's established that the parties had complied
20.	Sea Gas Ltd & Solutions EA Ltd	Energy and Petroleum	The Authority approved the Acquisition of Assets of Sea Gas Kenya Ltd & Solution EA Ltd by Proto Energy Ltd on condition that the merged entity retains at least eighty (80) per cent of the targets' employees amounting to at least eighty-eight (88) employees post-transaction	Section 42 and Section 9	The matter was closed after Authority's established that the parties had complied

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No	Compliance	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status
21.	Black Tulip Flowers and James Finlys (Kenya) Ltd	Agriculture	The proposed acquisition of certain assets used in the Floriculture business of James Finleys (Kenya) Ltd, with employment conditions	Section 42 and Section 9	The matter was closed after Authority's established that the parties had complied
22.	CAK VS. Mzuri Sweets Ltd.	Manufacturing	Pursuant to Section 70(A) of the Act as read together with Section 31(1) of the Act, the Authority initiated investigations into the baby food manufacturers sector, initial screening targeted the information given to consumers on the labels so as to assess whether this information was in compliance with existing product information standards and whether it is false or misleading.	Section 59(1)(a), 2(a) of the Act; Section 9 (a)	The matter was closed after Authority's established that the party had complied
23.	CAK VS. Capwell Industries Limited	Manufacturing	Pursuant to Sections 70(A) as read together with Section 31(1) of the Act, the Authority carried out Suo Moto investigations on the labelling of flour products and Soko Maize flour which is manufactured by Capwell for possible noncompliance with the requirements of KS EAS 768:2012 (Fortified milled maize corn products –specification) and provisions of the Act.	Section 59(1)(a), 2(a) of the Act; Section 9 (a)	The matter was closed after Authority's established that the party had complied
24.	CAK Vs Mjengo	Manufacturing	The labelling of Nuvita Cereos Honey & Cinamo and Nuvita Choco Chip manufactured and sold by Mjengo Ltd was not in compliance with Clause 4.7 of the KS EAS 38:2014 – Labelling of Pre-packaged Foods – General Requirements.	Section 59(1)(a), 2(a) of the Act; Section 9 (a)	The matter was closed after Authority's established that the party had complied

No	Compliance	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status
25.	Competition Authority of Kenya and Servechem (K) Ltd	Manufacturing	Pursuant to Section 70(A) of the Act as read together with Rule 34 (1) of the Competition (General) Rules, 2019, the Authority in 2020 initiated investigations on Base Beauty Pure Glycerine, a product manufactured/distributed by Servechem (K) Limited specifically on labelling and product information	Section 59(1)(a), 2(a) of the Act; Section 9 (a)	The matter was closed after Authority's established that the party had complied

6. **Exemption Cases**

No	Application	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Status
1.	Energy Dealers Association (EDA)	Energy and Petroleum	Pursuant to Section 25 of the Act, EDA applied to the Authority on 11th September, 2019 for an exemption on potential restrictive trade practices relating to a mutual cylinder exchange agreement namely "Energy Dealers Association Cylinder Reciprocal and Hospitality Agreement of 2019" signed among its members for a period of ten (10) years.	Section 25	The Exemption was granted in respect of information sharing related to only members' requirement to increase their LPG cylinders population. However, all other forms of commercially sensitive information were prohibited.

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No	Application	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Status
2.	Cereal Millers Association (CMA)	Manufacturing	Pursuant to the provisions of Section 25 of the Act, Cereal Millers Association (CMA) applied to the Authority on 10th June, 2021 for an exemption on potential restrictive trade practices for a period of 36 Months, relating to information sharing with its members and certain government bodies.	Section 25	The Authority granted an exemption with respect to Cereal Millers Association's participation in the Wheat Purchase Programme on behalf of its members, to discuss wheat price per bag with the Ministry of Agriculture, Livestock, Fisheries and Cooperatives, the National Treasury & Planning (Treasury), CMA and Cereal Growers Association (CGA) for a period of three (3) years and rejected the other applications related to information sharing between the association and its members. It was also recommended to AFA to publish annually the growth in wheat production and the consumer welfare benefits as envisaged by the Programme.
3.	East African Traders Association (EATA)	Agriculture	Pursuant to Section 25 of the Act, the Authority received an application from the East African Traders Association (EATA), dated 24th July 2020 which sought exemption for setting brokerage fees on warehousing for a 10-year period following the lapse of a previously granted exemption	Section 25	The Authority noted that Tea Act is a subject of ongoing litigation at the Constitutional Court. This had resulted in the Court temporarily suspending sections of the said Act pending its determination. The Authority subsequently put on hold the exemption application pending the court's determination.

7. **Advisories**

NNo	Case/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Law	Case Status/Determination
	Standard Chattered and Safaricom	Banking, Finance and Insurance	The Authority received a request from Standard Chartered Bank (SCB) for an advisory opinion regarding a proposed collaboration with Safaricom. SCB through its subsidiary, Standard Chartered Investment Services Limited (SCIS) proposed to distribute its offshore mutual fund products through online referrals received from Safaricom through its MPESA Lifestyle app. The proposal would be guided by a tripartite collaboration between SCIS, SCB and Safaricom.	Section 21	The Authority advised the parties to amend clauses of their agreement that were contrary to the Act, and upon subsequent review of the submitted final draft, the Authority was satisfied and further indicated to the parties to proceed and implement their collaboration arrangement.
	Kenya Ship Contractors	Transportation and Logistics	Gulf Badr Kenya Limited, a Shipping agent for Evergreen shipping line, wrote to the Authority inquiring about the implementation and enforceability of the exemption granted to Kenya Ship Contractors association	Section 26	The Authority advised the parties that, the exemption granted to KSCA took effect upon the Authority's confirmation that the tariff had been set in line with the KPA tariff book. The Authority subsequently received a confirmation from KMA that the rates set by KSCA were as per the KPA Tariff book
	Kenya Association of Manufacturers (KAM) advisory	Manufacturing	KAM vide a letter dated 16th June, 2022 submitted a request for an advisory opinion on whether the proposed restriction of the number of producer responsibility organizations (PRO) under the Draft Extended Producer Responsibility Regulations, 2021, would be contrary to the provisions of the Competition Act, 2010	Section 21	Review on going

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