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REPORT OF THE AUDITOR-GENERAL

ON

COMPETITION AUTHORITY OF KENYA

FOR THE YEAR ENDED 30 JUNE, 2021

OFFICE OF THE AUDITOR GENERAL
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COMPETITION AUTHORITY OF KENYA

Creating efficient markets for consumers

COMPETITION AUTHORITY OF KENYA

ANNUAL REPORT

AND

FINANCIAL STATEMENTS

FOR THE FINANCIAL YEAR ENDED

30TH JUNE, 2021

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: www.Authority.go.ke
Email: info@Authority.go.ke

Auditors:

Auditor General
Office of the Auditor General, Anniversary Towers,
P. O. Box 30084 – 00100, NAIROBI.

Legal Advisors

NO.	NAME OF LAW FIRM	ADDRESS
1.	Office of the Attorney General & Department of Justice	Sheria House, Harambee Avenue, P. O. Box 40112 – 00100, NAIROBI
2.	Humphrey & Company LLP	Fortis Suites, 8th Floor, Upper Hill, Hospital Road, P. O. Box 21398 - 00100, NAIROBI
3.	Ochieng' Walukwe & Associates	Rehani House, 6th Floor, Koinange Street, P. O. Box 2904 - 00200, NAIROBI
4.	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,

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NO.	NAME OF LAW FIRM	ADDRESS
		NAIROBI
5.	Cootow & Associates Advocates	N.S.S.F. House, Pent House- North Tower, Nkurumah Road, P. O. Box 16858 – 80100, MOMBASA
6.	Rachier & Amollo Advocates	Mayfair Center, 5th Floor, Ralph Bunche Road, P. O. Box 55645 - 00200, NAIROBI
7.	J.O. Juma & Company Advocates	Sifa Towers, 2nd Floor, Suite No. 2E, Lenana Road/Ring Road Kilimani Junction, P. O. Box 9939 – 00200, NAIROBI
8.	Nduta, Munene & Komu	KMA Centre, Block D, 1st Floor, Chyulu Rd, P. O. Box 20201 - 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
ACP	-	African, Caribbean and Pacific Group of States
AfCFTA	-	African Continental Free Trade Area
AGPO	-	Access to Government Opportunities
AIDS	-	Acquired Immuno-Deficiency Syndrome
BAC	-	Budget and Appropriation Committee
BCM	-	Business Continuity Management
CBK	-	Central Bank of Kenya
CCC	-	COMESA Competition Commission
CCSA	-	Competition Commission of South Africa
CIOC	-	Constitutional Implementation Oversight Committee
CKRC	-	Constitution of Kenya Review Commision
CMS	-	Case Management System
COMESA	-	Common Market for Eastern and Southern Africa
CRB	-	Credit Reference Bureau
EAC	-	East Africa Community
ERM	-	Enterprise Risk Management
FAO	-	Food and Agriculture Organization
FSD (K)	-	Financial Sector Deepening Kenya
HIV	-	Human Immuno-Deficiency Virus
ICN	-	International Competition Network
ICPEN	-	International Consumer Protection Enforcement Network
IEA	-	Institute of Economic Affairs
IGAD	-	Intergovernmental Authority on Development
JFTC	-	Japan Fair Trade Commission
KEFRI	-	Kenya Forestry Research Institute
KFC	-	Kenya Film Commission

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KNAO	-	Kenya National Film Office
KNBS	-	Kenya National Bureau of Statistics
KSG	-	Kenya School of Government
MoU	-	Memorandum of Understanding
MSMEs	-	Micro, Small and Medium Enterprises
NACADA	-	National Authority for Campaign Against Drug Abuse
NEMA	-	National Environmental Management Authority
NLC	-	National Land Commission
NTSA	-	National Transport Safety Authority
PCBEG	-	Post-Covid Block Exemption Guidelines
PPRA	-	Public Procurement Regulatory Authority
PWD	-	People with Disability
QMS	-	Quality Management System
RTP	-	Restricted Trade Practices
SCAC	-	State Corporations Advisory Committee
TFTA	-	Tripartite Free Trade Area
UNCTAD	-	United Nations Conference Trade and Development
UNDP	-	United Nation Development Programme
UNICEF	-	United Nation Children's Emergency Fund
UoN	-	University of Nairobi
VOIP	-	Voice Over Internet Protocol
WHO	-	World Health Organization
WTO	-	World Trade Organization
YPP	-	Young Professions Program

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PREAMBLE

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

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 2020/21. 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.

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Core Values

The guiding principles in the operations of the Authority are:

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

Quality Policy

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

The Authority's Top Management commits to review this Policy and establish quality objectives biennially to ensure sustained improvement and suitability.

Quality Objectives

i. Provision of quality and effective regulation of both market conduct and structure;
ii. Protection of consumers from false and misleading market structure and conduct;
iii. Optimum utilization of the Authority's resources in the attainment of its mandate;
iv. Enhancement of customer satisfaction that exceeds their expectations by providing quality services;
v. The Authority's operations comply with all applicable laws and regulations;
vi. The Authority proactively engages its stakeholders and obtains prompt feedback on its services; and
vii. The Authority attracts, trains and retains highly qualified, skilled and motivated staff for the realization of its mandate.

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 indicated in the Act, has the objective of

enhancing the welfare of the people of Kenya. The Act's approach is competition neutrality which means it applies to all persons including the national and devolved Governments' actions, and State Corporations in so far as they engage in trade.

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

a. Promoting and enforcing compliance with the Act;
b. Receiving and investigating complaints from legal or natural persons and Consumer entities;
c. Promoting public knowledge, awareness and understanding of the obligations, rights and remedies under the Act and the duties, functions and activities of the Authority;
d. Promoting the creation of consumer bodies and the establishment of good and proper standards and rules to be followed by such bodies in protecting competition and consumer welfare;
e. Recognizing consumer bodies duly registered under the appropriate national laws as the proper bodies, in their areas of operation, to represent consumers before the Authority;
f. Making available to consumers information and guidelines relating to the obligations of persons under the Act and the rights and remedies available to consumers;
g. Carrying out inquiries, studies and research into matters relating to competition and the protection of the interests of consumers;
h. Studying government policies, procedures and programmes, legislation and proposals for legislation 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.

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CAK IN FIGURES

	FY 2020/21	FY 2019/20	% Change
Consumer cases investigated	314	178	76
Consumer cases finalized	141	98	44
Consumer savings	Ksh. 3,237,590.00	Ksh. 2,192,619.00	48%
RTPs investigated	47	40	18
RTPs finalized	31	24	29
Mergers notified	91	121	(25)**
Mergers finalized	94*	116	(19)**
Buyer Power cases investigated	50	32	56
Buyer Power cases finalized	26	18	44
Retail sector payments recovered	Ksh. 2 billion	-	
Insurance sector payments recovered	Ksh. 8,273,216.00	-	
Contribution of M&A to the economy	Ksh. 20 billion		
Number of Staff	75	74	-
Fines and penalties	59,402,219.30	44,415,812.00	34

**The notifications include the 5 Cases carried forward from the previous FY 2019/20*

***This decline has been occasioned to businesses being disoriented on their operational model as a result of the Covid-19 pandemic especially in the first six months of the period under review. However, as business adopted to new ways of doing business, the notifications in the second half of the year rose steadily.*

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BOARD OF DIRECTORS FY 2020/2021

1. **Amb. Nelson Ndirangu, OGW**
Date of Birth: 31st December, 1952
Designation: Board Chairman
Term: Appointed on 6th May, 2019

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), Intergovernmental 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; May to July 2018 he was 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; as a Director General, Economic and Commercial Diplomacy Directory at the Ministry of Foreign Affairs and International Trade from December 2012 to December 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 from August 2007 to December 2008; Chief Negotiator for Kenya in the WTO from 1999 to 2007 where he was based in Geneva.

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.

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Amb. Ndirangu has a Master of Arts (M.A.) and a post Graduate Diploma in International Economic Relations from the University of East Anglia in the 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.

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

   Mr. Francis 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.

3. **Mr. Albert Mwenda**
   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

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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 as well as a Masters of Business Administration (Finance) and a Bachelor of Arts degree in Economics both from the University of Nairobi (UoN).

4. **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.

5. **Dr. Abdirizak Nunow**
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 the department of geography.

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

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audit, among other areas. 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.

6. **Mr. Rotich Kiprono Joseah**
   Designation: Alternate to the Principal Secretary, State Department for Trade and Enterprise Development
   Date of birth: 19th December, 1965
   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. He also has long term experience in trade negotiations. He has spearheaded a number of trade negotiations, among them are 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). Joseah 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 several other training on trade policy including WTO, and Leadership.

BOARD OF DIRECTORS WHO EXITED DURING THE FINANCIAL YEAR 2020/21
Redempta Oyeyo
Date of Birth: 10th July, 1960
Designation: Alternate to the Principal Secretary, State Department for Trade
Term: Appointed in February, 2019

Ms. Oyeyo has built her career largely within the public sector having over fifteen (15) years in the public service. She spearheaded the task force that developed the Draft Retail Trade Regulations, 2018 and Code of Practice for the Retail Sector.

She holds a Master of Business Administration (MBA) (Strategic Management) from the University of Nairobi and a Bachelor of Education (Hons.) degree in Business Studies and Economics from Kenyatta University.

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 15 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 as a Legal Officer, 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).

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Dr. Adano Wario Roba
Date of Birth: 28th May, 1968
Designation: Director, Planning, Research and Quality Assurance
Dr. Roba joined the Authority in July 2018. He is responsible for developing effective strategies for economic analysis and policy, research, as well as quality management system and performance. He has broad areas of interest in applied research and has over 15 years of research and policy experience.

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 policies and 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 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.

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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, shortly after the establishment of the Buyer Power Department. 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.

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 Bachelor's degree in Biotechnology from the Kenyatta University.

Mercelline Anduro
Date of Birth: 17th August, 1978
Manager, Information and Communications Technology (ICT)
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
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

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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.

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 19 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.

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.

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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.

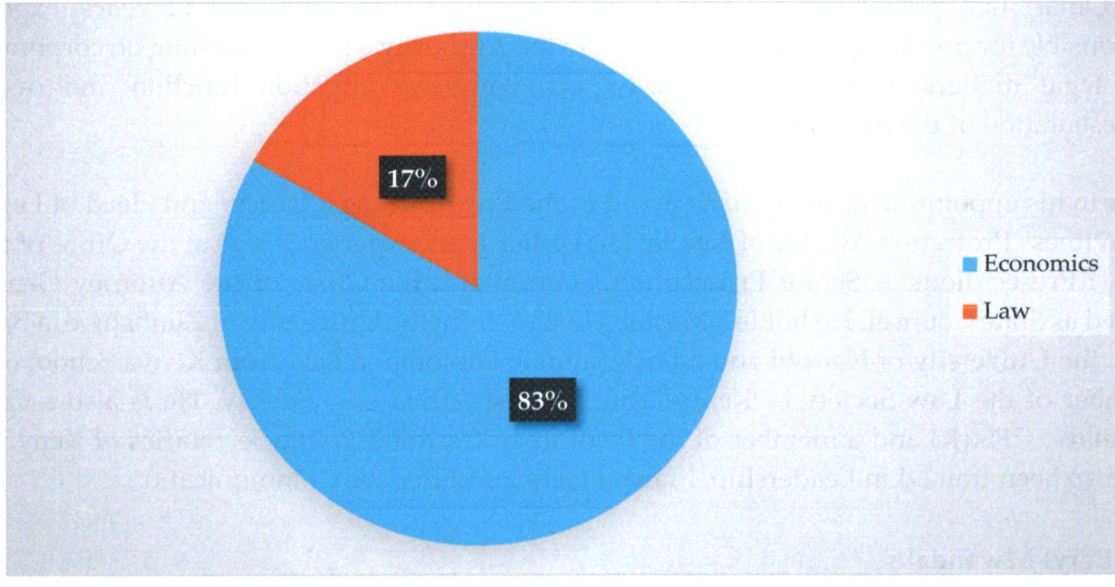
Ms. Beryl Mwandale
Date of Birth: 30th October, 1985
Designation: Ag. Head, Risk and Quality Assurance
Ms. Mwandale has experience in the fields of auditing, finance, enterprise risk management, business continuity, policy analysis and quality assurance both in public and private sectors spanning over 10 years. Ms. Mwandale holds a Masters of Finance Degree from the University of Dundee and a Bachelor of Science Degree in Actuarial Science from the University of Nairobi.

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

CORPORATE GOVERNANCE

The Board comprises of the Chairman, five (5) independent members, and three (3) non-executive members who are appointed from among persons with experience in competition and consumer welfare matters. The Board also includes the Principal Secretaries to the National Treasury and Planning; the Ministry of Industrialization, Trade and Enterprise Development and the Hon. Attorney General. The Director–General is an *ex-officio* member. The Board is composed of professionals with diverse backgrounds, skills and competencies as shown in Figure 1.

Figure 1: Board's Professional Background



The Board is independent and it adheres to the highest standards of corporate governance and ethics as well as ensuring compliance with all applicable laws. The Board is committed to ensuring that the Authority's obligations, roles and responsibilities to its various stakeholders are fulfilled through its corporate governance practices. The Members and Management perform their duties with impartiality, honesty, transparency and accountability, professionalism, care and due diligence and act in good faith to the best interests of the public.

In addition, the Board is committed to ensuring that ethics and integrity remain at the core of the Authority's operations. It recognizes that ethical management is key to the Authority's sustainability and is therefore, continuously putting in place practices, systems and processes to integrate ethics in all the Authority's operations. All new Members and staff undergo mandatory induction which includes

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training on ethical conduct and the commitment to adhere to the principles of the Authority's Code of Ethics.

Role of the Chairman

The Chairman is charged with providing leadership and governance to the Board and fosters the environment for the overall Board and individual Director's effectiveness, by ensuring that the Board considers all key appropriate matters in a timely manner. In addition, the Chair is responsible for ensuring adherence to good corporate governance practices, procedures and continuously promoting the highest standards of integrity and probity throughout the Authority and particularly at the Board level. Further, the Chair is charged with ensuring that the Board plays a full and constructive role in the development and execution of the Authority's strategies and policies.

Role of the Board

The Board is responsible for overall strategic direction and operational guidance of the Authority, its responsibilities include:

i. Establishing short- and long-term goals of the Authority and develop 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; and
v. Ensuring that the Authority has adequate systems of internal controls together with appropriate monitoring of compliance activities to ensure business continuity.

Achievements of the Board during the FY 2020/2021

During the year under review, the Board's achievements were:

i. Guided the successful implementation of the Authority's Strategic Plan FY 2017/2018 -2020/2021;
ii. Guided the development of the Authority's third Strategic Plan FY 2021/2022 – 2024/2025;
iii. Considered and approved two (2) new and reviewed nine (9) policies developed by the Authority and monitoring their implementation;
iv. Approved and monitored the implementation of the Authority's Annual Operating Plans and Budget;
v. Oversaw the implementation of the Authority's Performance Contract with the National Treasury and Planning;
vi. Determined ninety four (94) merger applications within the statutory timelines
vii. Imposed remedial measures which included fines, settlements and penalties amounting to Ksh. 59 Million;

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viii. Oversaw the Authority's management of enterprise risk and approved all corporate actions, among others; and

ix. Successful evaluation and achieved a score of 97.6 %, an indication of the boards commitment and ability to achieve its objectives despite not being fully constituted.

Board Attendance

The Board is required to meet at least once every quarter depending on the needs of the business of the Authority. The Board held nine (9) meetings and two (2) retreats to deliberate on matters that could not be discharged during normal Board meetings. The number of meetings for the full Board and Committees were held as shown in Tables 1 &2 below: -

Table 1: Board Members Attendance for the FY 2020/2021

Board Member	Classification	Designation	Technical & Strategy Committee (Number of meetings held: 7)	Audit Committee (Number of meetings held: 3)	Full Board Meetings (Number of meetings held: 9)
Amb. Nelson Ndirangu	Independent member	Board Chairman	N/A	N/A	9
Mr. Joseah Rotich	Representing PS Ministry of Industry, Trade & Cooperatives	Member (appointed in October, 2020)	4	3	7
Dr. Abdirazak A. Nunow	Independent Member	Member	8	3	9
Ms. Elizabeth M. Ng'ang'a	Representing Hon. Attorney General	Member	5	3	8
Mr. Albert Mwenda	Representing PS National Treasury & Planning	Member	6	1	8

Table 2: Attendance for Board Members who exited in the FY 2020/2021

Board Member	Classification	Designation	Technical & Strategy Committee (Number of meetings held: 7)	Audit Committee (Number of meetings held: 3)	Full Board Meetings (Number of meetings held: 9)
Ms. Redempta Oyeyo	Representing PS Ministry of Industry, Trade & Cooperatives	Member	2	1	2

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Capacity Building for the Board

In the FY 2020/2021, the Board was trained on Corporate Governance. The training was conducted by the Kenya School of Government (KSG) and was aimed at equipping the Board with the necessary skills to effectively discharge their mandate. The training covered aspects of corporate governance and the operations of Board Audit Committees.

Board Committee Activities

There are currently two (2) standing committees of the Board which assist it to discharge its functions and responsibilities effectively. Operations of each committee are defined in the terms of reference approved by the Board. In order to adequately interrogate issues presented by the Management, the Board had constituted the following Committees within the financial year:

a) Technical and Strategy Committee

The committee consisted of four (4) members, namely; Dr. Abdirizak Nunow (Chair), Mr. Joseah Rotich, Ms. Elizabeth Ng'ang'a, and Mr. Albert Mwenda. 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.

b) Audit Committee

The Committee consisted of four (4) members, namely: Ms. Elizabeth Ng'ang'a (Chair), Dr. Abdirizak Nunow, Mr. Albert Mwenda, and Mr. Joseah Rotich. This Committee is mandated to periodically review the Authority's financial reports in liaison with the External Auditors, review the Authority's financial, statutory and non-statutory reporting obligations, advice on risk identification and mitigation measures, and check on the effectiveness and robustness of internal control measures.

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CHAIRMAN'S STATEMENT

Dear stakeholder, on behalf of the Board, it gives me pleasure to present to you the Authority's Annual Report and Financial Statements for the FY 2020/2021 in which we detail our initiatives and interventions geared toward promoting and safeguarding competition in our economy and enhancing consumer welfare.

This Report is distinctive in the sense that it marks the final year of execution of the Authority's second Strategic Plan which, after four years, lapsed on June 30, 2021, paving way to the development of a new blueprint. Additionally, the Authority is commemorating two decades of competition law enforcement, thereby presenting a good opportunity to pause and take stock of our achievements, shortcomings, and key learnings, even as we chart a new course.

During the year under review, the World continued to battle the COVID-19 pandemic which has occasioned unprecedented societal harm, acutely so for low-income households. The pandemic has signinficantly upended global and national economies. According to the International Monetary Fund (IMF), the global GDP growth in 2020 decelerated by 3.3%. Whereas we are still living in uncertain times, it is projected that the global GDP will grow by 6% in 2021 before moderating to 4.4% the year after.

This economic resurgence, the IMF notes, will be powered by enhanced fiscal support in key developed economies, ongoing mass vaccination programmes, and businesses adapting to the new operational dispensation which is characterized by reduced mobility and resources. In the same breath, the Sub-Saharan Africa region in 2020 saw its GDP decelerate by 1.9%, which is estimated to be the worst performance on record. Additionally, the Fund projects that the region will record a growth of 3.4% in 2021, but the expansion will still trail the rest of the World.

Closer home, the National Treasury and Planning projects that Kenya's economy will rebound to 6.6% in 2021, buoyed by the prevailing stable macroeconomic environment and implementation of the Government's strategic intervention priorities, including the Economic Recovery Strategy. It is against this backdrop that the Authority conducted its business in the year under review and set out to deliver on its mandate of creating efficient market for consumers. Allow me to highlight a few key matters handled during the year.

In June 2021, the Authority operationalized the Joint Venture (JV) Guidelines which were aimed at providing clarity, transparency, and predictability regarding transactions requiring the Authority's approval and the process of lodging such applications. JVs typically occasion increased economic activity by opening up markets. However, they could also result in reduced competition between parties to the transaction through, for instance, sharing of market-sensitive information such as production levels, prices, among others.

The COVID-19 pandemic has impacted businesses negatively, reducing their capacity to penetrate and expand into new markets and, to some extent, depriving them the capacity to adequately serve all the geographical markets in Kenya. In order to address this, we developed Block Exemption Guidelines

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which will permit, for a certain period of time, joint and collaborative markets penetration and sustenance initiatives by business that would otherwise be a contravention of the Act. We are hopeful that this window of collaborative engagement between competitors will spur economic growth, especially in key sectors such as tourism, aviation, medical supplies and horticulture.

A key enforcement tool launched during the reporting period was the Informant Reward Scheme which became operational on January 1, 2021. The Scheme seeks to enhance the effectiveness and efficiency of the Authority's enforcement initiatives, especially against restrictive trade practices. Through this initiative, informants who provide credible intelligence leading to closure of investigations through penalization are entitled to a reward of up to 1% of the penalty imposed, up to a maximum of Ksh.1 Million. We expect the Scheme, which is complementary to our existing enforcement tools and initiatives such as search and seizures exercises, will lead to the enhanced detection and expunging of cartels in various sectors of the economy.

In order to streamline the commercial relationship between suppliers and retailers in the Retail industry, the Authority published the Retail Code of Conduct in June 2021. The Code, which addresses issues such as prompt payment, fair and ethical dealing, and dispute resolution mechanism, was developed following consultations with relevant retail sector players. As earlier mentioned, the Authority finalized implementation of its Strategic Plan FY 2017/18 – 2020/21 on June 30, 2021. Our internal assessment indicates that we delivered on 95% of our targets, representing an improvement from the 90% recorded in our maiden Plan.

During the lifetime of the second Plan, we concentrated our efforts on expanding hard enforcement against anti-competitive conduct, sanctioning abuse of buyer power and consumer welfare infringements, as well as stepping up our advocacy and awareness creation activities.

A notable achievement was the automation of our core mandate functions which was marked on September 1, 2020 when the Authority ceased accepting physical applications relating to its technical processes. Our E-Filing Portal affords stakeholders the latitude to lodge applications at their convenience, including geographically, and at a significantly lower cost. Automation is testament to our commitment to leverage on technology to enhance the accessibility and efficiency of our services.

Over the four years to June 30, 2025, the Authority' clarion call, as is adequately captured in the new Plan's theme, is "Expanding Enforcement for Increased Consumer Welfare and Sustainable Economy." Stakeholders should expect to see enhanced enforcement action with regard to deterring anti-competitive conduct, sanctioning abuse of buyer power, and efforts targeted at enhancing consumers' welfare. These initiatives shall be aligned with emerging issues in our markets, including Big Data, Artificial Intelligence, and Platform Marketing.

We are also committing to enhancing our decision-making processes through robust research, stepping up awareness creation and advocacy activities, and deploying processes geared toward organizational sustainability. Additionally, the Authority shall continue to studiously implement Risk Management and

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Business Continuity frameworks as well as exploring ways to diversify our revenue sources in light of reduced budgetary allocations from the Exchequer.

The Board is confident that the activities mapped out in the new Plan shall contribute positively to the growth and development of the national economy and commits to supporting the Management in its execution. In the year under review, the Board continued to execute its oversight mandate in order to enable the Authority execute it mandate.

The Board is especially pleased to note that the Authority's sustained investments in ICT solutions and tools has enabled our members of staff work remotely with minimal interruption to service delivery.

In addition, the Board approved new and revised policies during the FY 2020/21, including the Gender Mainstreaming Policy, the Mentorship and Coaching Policy, the Alcohol and Drug Abuse Policy, among others. These guiding documents are key to ensuring the Authority's internal operations remain efficient and that we continue safeguarding the welfare of our key resource, the members of staff.

For instance, our employees continued to access mortgage and car loan facilities at highly discounted interest rates as well as comprehensive medical insurance covering their families. We intend to continue supporting our employees by offering them a conducive working environment, providing the requisite tools, and supporting skills advancement through trainings.

As the Authority's mandate expanded over the past years, specifically with regard to addressing abuse of buyer power in the economy, we continue to receive unwavering support from our parent ministry – the National Treasury and Planning – through technical and budgetary support.

During the year under review, the Authority received Ksh.275 Million from the Exchequer. While this disbursement was a reduction from allocations in previous years, the Authority is cognizant that the Government is operating under stringent financial circumstances and, therefore, appreciates the continued support.

As the Board, we commit to ensuring the resources are prudently deployed in critical areas that require our urgent intervention, especially sectors that have a great impact on the Public and a positive multiplier effect on the national economy. We also commit to ensuring the Authority continues to adhere to the highest standards of corporate governance and ethics while complying with all applicable laws. It is instructive that during the period under review, the Board scored 97.6% during the annual evaluation by the State Corporation Advisory Corporation Committee (SCAC).

We are also pleased that the Authority was awarded the best semi-autonomous government agencies (SAGAS) for its application of the International Public Sector Accounting Standards (IPSAS) accrual basis of reporting. By scooping the 2020 Award, we have now emerged top since 2017, underlining our emphasis on good governance, accountability, transparency while executing its mandate and meeting its statutory obligations.

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I thank the Board and Management for the support and cooperation geared toward achieving the Authority's mandate. The members of staff also need special recognition since they are the cogwheels making the machinery the Authority's machinery turn.

Amb. Nelson Ndirangu, OGW
Chairman

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DIRECTOR-GENERAL'S STATEMENT

Pursuant to Section 83 of the Competition Act, I present to you the Annual Report and Financial Statements for FY 2020/2021, in which we elaborate the Authority's interventions in the past twelve (12) months in our pursuit of creating efficient markets for consumers in Kenya.

During the year under review, we continued to operate in special circumstances due to the COVID-19 pandemic which has upended how we all work, more so by limiting physical interaction. In addition, the impact of the pandemic on the economy has been unprecedented. The prevailing circumstances saw us continue to reengineer our processes to make them more efficient and, powered by automation and a competent and professional workforce, ensure that our service delivery and mandate execution is uninterrupted. Our stakeholders have also adapted to the new way of doing business, including mainstreaming remote working and replacing physical meetings with virtual alternatives.

In my statement, I will focus on our key interventions in the past year, including those aimed at enhancing our enforcement initiatives, supporting the Government's post-COVID-19 Economic Recovery, uplifting consumer welfare and protecting SMEs from exploitation by big business. Additionally, I shall briefly elucidate on the Authority's medium-term plans and focus areas as detailed in our third Strategic Plan FY 2021/22 – 2024/25, which we started implementing on 1st July, 2021.

As has been the case with other Plans, the Authority's interventions focus on matters that have an expansive impact on the Kenyan population, have a positive multiplier effect on the economy, and attend to emerging issues in various sectors. We have also aligned our initiatives with the Vision 2030 Blueprint, the Third Medium Term Plan, and the Sustainable Development Goals.

During the year under review, the Authority recorded an unprecedented increase in the number of consumer complaints lodged. At three-hundred and fourteen (314) cases, including matters initiated on our own motion, the consumer protection caseload represents a year-on-year increase of 129%. This is attributable to sustained efforts to create awareness among consumers about their rights and obligations and the Authority's complaints handling mechanism, including the various avenues through which to lodge matters such as the Public Portal.

We also saw an increase in the number of matters relating to the financial services and insurance, accounting for the most of the matters at one-hundred and three (103) cases. Complaints from the e-commerce space increased by fifty (50%) as consumers increased their use of various online-based platforms due to movement restrictions related to the pandemic. Overall, the Authority's interventions resulted in consumer savings of approximately Ksh. 3.2 Million.

While these numbers are encouraging, we remain committed to enhance our awareness creation activities, especially at the grassroots level, since we are of the conviction that the cases reported

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are not representative of existing infringements. For instance, we commemorated the World Consumer Rights Day on March 15 in Kisumu and Mombasa counties, and sensitized consumers about our consumer protection mandate and, in line with the event's theme, how to detect and report misrepresentations about plastics products.

In the year to June 2020, we reported on amendments to the Act which enhanced our mandate of sanctioning abuse of buyer powers, leading to specific interventions in the retail sector specifically to deal with delayed payments. Through the amendments, the Authority was, among others, handed powers to require sectors with incidences of abuse of buyer power, or which display propensity of the same, to develop a binding code of practice to govern their operations.

In furtherance of this, and based on findings of a sector study, we required players in the Retail industry to develop such a Code aimed at streamlining the commercial relationship between suppliers and retailers. The Code was published on June 11, 2021 and covers, among others, fair and ethical dealing between suppliers and retailers, prompt payment, payment for damaged goods, marketing cost obligations, and dispute resolution mechanisms. Where the Code is breached, and the first instance of dispute resolution under it are exhausted, the matter can be escalated to the Authority.

During the reporting period, we also developed model contracts for use by buyers and sellers in the retail and insurance sectors with the aim of cultivating a culture of contracting parties adopting written commercial contracts. The non-binding template contracts, which were developed with the input of sector players, outline the minimum requirements that should be contained in contracts between suppliers and buyers. We prioritized these sectors because for, two consecutive years, complaints relating to insurance and retail players have constituted over 65% of the matters handled under our abuse of buyer power mandate.

It is noteworthy that of the fifty (50) abuse of buyer power complaints lodged in the period under review, 85% of the parties did not present any written contracts for analysis. Whereas written contracts are not the ultimate proof of the existence of a commercial relationship, they serve as an irrevocable and accessible reference point regarding specifics of an agreement, especially when disputes arise. Despite these circumstances associated with evidence collection and analysis, the Authority's interventions saw businesses in the insurance and retail sector facilitated with the payments of Ksh.8.3 Million and Ksh. 2 Billion, respectively.

Ladies and gentlemen, the Authority's enforcement approach is two-pronged: a mix of soft enforcement through advocacy initiatives and hard enforcement through levying of fines, penalties and issuance of declaratory Orders. At the close of the reporting period, the Authority levied fines and penalties for infringement of the law amounting to Ksh. 59.4 Million, which represented an increase from the previous period's Ksh. 44.4 Million. A majority of these penalties resulted from enforcement action against businesses engaging in anti-competitive conduct

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outlawed in the Act, including bid rigging, price fixing, abuse of dominance, and market allocation.

One standout enforcement matter saw Authority impose fine on six (6) companies a total of Ksh. 1.3 Million for engaging in collusive tendering with regard to the supply of wooden treated electricity poles to the Rural Electrification and Renewable Energy Corporation (REREC). The net effect of bid rigging is that purchasers – national and county governments – pay much more than is value for money for goods and services whose quality is also not guaranteed. Additionally, collusive tendering stifles innovation. The Authority shall continue addressing such matters in the Public sector, in conjunction with the Public Procurement Regulatory Authority, in order to ensure that the procurement process remains competitive and transparent. During the review period, forty-seven (47) cases regarding restrictive trade practices were handled by the Authority, with the manufacturing sector accounting for more than a third of these matters.

Businesses engaging in concerted anti-competitive conduct typically do so while observing strict codes of secrecy, making the process of detecting and extinguishing such conduct challenging for enforcers like ourselves. In order to enhance the efficiency and effectiveness of our investigative work, we operationalized an Informant Reward Scheme on January 1, 2021 which provides a framework for informants to receive financial incentives in exchange for actionable information. By operationalizing the Scheme, the Authority joins other competition agencies in the United Kingdom, Hungary and the Slovak Republic in implementing such a tool.

During the year under review, the Authority received ninety-one (91) merger notifications, marking a decline from the previous year's one hundred and twenty one (121). This change is attributable to the implementation of new merger threshold guidelines which excluded transacting parties whose turnover is below Ksh. 500 Million from mandatory notification. This criteria is aimed at improving the ease of doing business and attracting investments in the economy. About a quarter of the merger notifications were from the manufacturing sector while 16.4% were from the agriculture sector. The Authority paid special attention to transactions likely to promote achievement of the Big 4 Agenda targets and, directly or indirectly, geared toward protecting and promoting creation of employment opportunities, especially in light of the pandemic. In order to support the interventions aimed at improving performance of the economy, the Authority fast-tracked analysis and approval of merger applications, but within the staturoty timelines, and after robust consideration of their impact on competition and public interest concerns.

During the period under review, the Authority developed two key subsidiary guiding documents – the Post-Covid Block Exemption Guidelines and the Joint Venture Guidelines. The former is aimed to permit, for a certain period of time, joint and collaborative markets penetration and sustenance initiatives by businesses in sectors such as aviation, tourism, horticulture, and

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medicine, which would otherwise be a contravention of the Act. We anticipate that its implementation will facilitate businesses negatively impacted by the COVID-19 pandemic to increase their capacity to penetrate and expand into new markets and adequately serve all the geographical markets in Kenya. On the other hand, the Joint Venture (JV) Guidelines are meant to ensure we balance between the economic benefits of these transactions, including increased productivity and access to new markets, and the potential drawback to competition, including through the sharing of market-sensitive information. The Guidelines enhance clarity, transparency and predictability regarding JV transactions, including the notification and analysis process.

As I had mentioned earlier, the Authority's prioritizes advocacy and awareness creation with the aim of enhancing visibility and awareness about our mandate and activities and, more importantly, promoting voluntary behavior change by businesses. During the review period, the Authority held over fifteen (15) sensitization sessions with different stakeholders, including the legal fraternity, corporates, business associations, county officials, journalists, competition agencies, and consumer bodies. These sensitizations were undertaken through various forums such as physical and virtual Workshops and Seminars as well as through social media platforms. We also furnished stakeholders with key information regarding our operations through publishing and publicizing of Determinations, Newsletters, Press Releases, Orders and Statements as well as taking part in over ten (10) Television and Radio interviews.

Partnerships and collaborations with, among others, sector-specific regulators, competition agencies and bodies, and consumer protection bodies remained key to our operations during the year under review. For instance, in collaboration with the Department of Justice, the Authority's members of staff were sensitized on merger review and simulation in the digital, killer mergers, network effects and how these factors interplay with Big Data and Artificial Intelligence, among others. The Authority also continued implementing the Memorandum of Understanding with various agencies, including the Energy and Petroleum Regulatory Authority, Public Procurement Regulatory Authority, the Central Bank of Kenya, and the Kenya Bureau of Standards. In addition to information sharing during investigations, the Authority and its partners conducted various sensitization of its case handlers in order for them to be apprised of the different jurisdictional mandates and the cross-cutting areas.

We also participated in various workshop and forums with the aim of sharing knowledge and tapping international best practice, especially on emerging areas of competition law and policy enforcement, and consumer protection. Some of the forums in which we participated in sessions were organized by the International Competition Forum, the International Consumer Protection and Enforcement Network, the United Nation Conference on Trade and Development, and the African Competition Forum.

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The Authority in collaboration with the Innovations for Poverty Action (IPA), conducted a Digital Credit Market Study to identify and address potential consumer protection concerns in the regulated and unregulated the digital credit market. The policy recommendations arising from this Study, which will be implemented in the next FY, include developing standards on the structure and timing of applicable fees and penalties, pricing rules, and periodic reporting by lenders.

In line with our function of advising National and County Government on matters relation to competition and consumer protection, the Authority reviewed and informed five (5) proposed policies, including the National Aviation Management Bill, 2020 Data Protection (General) Regulations, 2021, and the Kenya National Leather Development Policy. We also made representation, through submission of memoranda, to The Senate with regard to two (2) matters relating to the competition landscape in the telecommunication and alcoholic beverage distribution sectors.

Ladies and gentlemen, the achievements we have outlined would not have been met without the dedication of our seventy-four (74) employees. In order to ensure our staff remain motivated and skilled to undertake their roles, we facilitated them to attend various trainings on competition law and policy, consumer protection, management and leadership, among others. The employees also undertook Continuous Professional Development (CPD) training programmes geared towards, among others, improved service delivery, succession planning, effective management, career progression. Our members of staff also have access to a comprehensive medical covers for their families. Additionally, we have provided motor vehicle and mortgage schemes at concessional rates.

We are also grateful to the Authority's parent Ministry, the National Treasury and Planning, which has continued to support us with budgetary and technical support enabling us execute our mandate. The Board has also been instrumental in supporting the Management actualize the targets which we had outlined in the financial year under review.

The Authority shall be counting on the support of all our stakeholders as we begin implementation of our third Strategic Plan FY 2021/22 – 2024/25 which is focused on delivering effective enforcement while taking into consideration our dynamic and emerging markets. Additionally, the Plan has laid emphasis on enhancing our research and advocacy and, lastly, increasing our visibility and safeguarding our organizational sustainability.

Wang'ombe Kariuki, MBS
Director-General

AUTHORITY'S PERFORMANCE BASED ON STRATEGIC THEMES

THEME ONE: DELIVERING EFFECTIVE ENFORCEMENT

a. Regulation of Mergers

The Competition Act makes it mandatory for all merger notifications to be approved by the Authority. Initially, all transactions including small enterprises whose combined annual turnover was below Ksh. 500 million were required to notify the Authority before implementing such transactions. However, following the coming into force of the Competition (General) Rule 2019 undertakings whose combined turnover and assets fall below Ksh. 500 million are now allowed to proceed with implementation of such mergers without the Authority's approval. This is not only aimed at lowering the regulatory budern on small amd medium enterprises (MSMEs) but also promoting foreign direct investments by easing the cost of doing business.

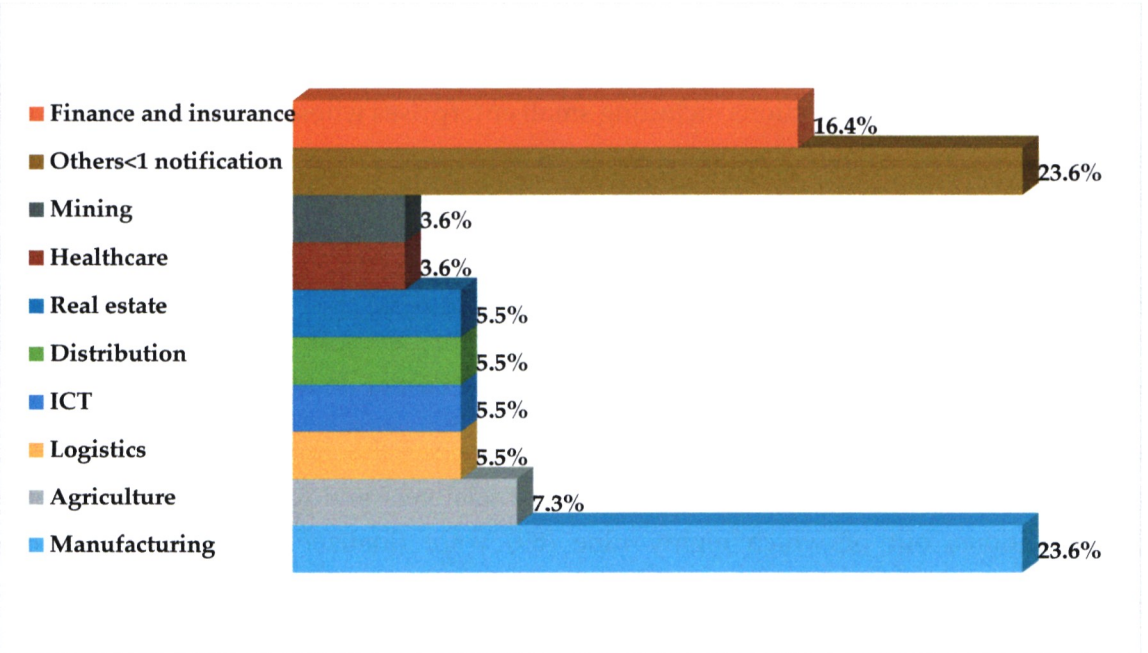
During the period under review, the Authority finalized the review of the five (5) merger transactions carried forward from the previous financial year and received a total of ninety one (91) notifications, out of which eighty nine (89) were finalized. Two (2) of the received notifications were ongoing at the end of the reporting period. Therefore, the total number of reviewed transactions were ninety-six (96) while finalized transactions during the reporting period were ninety four (94). The merger notifications were mainly from the following sectors: manufacturing (23.6%); finance and insurance (16.4%); agriculture (7.3%); distribution, ICT, logistics and real estates (5.5%) for each[1]. During the year under review, the Authority received fewer merger notifications due to the operationalization of the Competition (General) Rules, 2019.

Table 3: Mergers Notified in FY 2020/21 compared to FY 2019/2020

Narration	2019/2020	2020/2021
Merger transactions	44	21
Transactions excluded from the provisions of Part IV of the Act	77	29
Non-merger transactions (restructuring & advisory opinion)	22	39[2]
Total	143	89
Transactions carried forward	5	2

[1] Transactions labelled 'Others' include sectors that recorded less than two (2) notifications.
[2] Eighteen (18) non-mergers and twenty one (21) advisory opinions.

Figure 2: Merger Notifications during the FY 2020/2021 by Sectors



Mergers and Acquisitions' Role in the Big Four Agenda

The Authority plays a pivotal role in the implementation of the Big 4 Agenda within the precincts of the Act. During the year under review, the Authority paid special attention to transactions that are likely to promote, directly or indirectly, the various elements of the Big 4 Agenda.

AFFORDABLE HOUSING

To promote affordable housing, the Authority reviewed and approved a merger transaction involving a joint venture between Actis and Shapoorji Pallonji. The joint venture (JV) involved the development of over six hundred (600) mixed-use housing units along Thika Superhighway, under the brand name Mi Vida Homes.

The JV is part of Actis' investment in Kenya adding to its already diversified portfolio ranging from green energy generation, manufacturing to auto parts and related services to payment systems among others. Through the JV, Actis directly employed over one thousand (1,000) staff during the development stages and more two hundred (200) employees who are expected to be permanently employed upon completion of the project.

Additionally, the Authority also reviewed and approved a merger transaction involving the investment in Nakuru Meadows Development Limited by Pan African Housing Fund in exchange for sole control. The transaction enabled Nakuru Meadows and the acquirer to pool resources to put up additional residential housing units in Nakuru and Nairobi. The intention of the transaction is to invest over Ksh. 2.5 Billion on

housing projects in Nakuru and Nairobi aiming at constructing over one thousand, two hundred (1,200) units in total.

The two (2) approvals exemplified the Authority's facilitation to the realization of the Big 4 Agenda on affordable housing. According to a report[3] by the Centre for Affordable Housing Finance in Kenya prepared on behalf of the World Bank, demand for affordable housing far outstrips supply, not only in the main towns and cities, but also in secondary towns and rural areas. With estimated 'backlogs' of over two million (2,000,000) units (World Bank, 2017c), many lower income urban households live in single-room accommodation and shanties. The demand for housing and social amenities has outstripped the current supply by over 200,000 units annually, according to the National Housing Corporation (NLC)[4]. With the NLC supplying 50,000 homes per annum, the shortage has attracted many entrants into the property development market.

The Authority, in its approval of the transaction, facilitated investments of at least one thousand eight hundred (1,800) units (1.2%) of the approximate total unmet demand of 150,000 units.

MANUFACTURING

During the year under review, the Authority approved thirteen (13) mergers in the manufacturing sector. All the cases were geared towards increasing manufacturing activities within the Kenyan economy and directly and indirectly protecting employment and creating more employment opportunities during the challenging times of the pandemic.

Key among the cases approved by the Authority in the sector included the JV between Elopak and Nampak leading to the development of an investment vehicle focused on the manufacturing tetrapak packaging materials within the country. Elopak is a Norwegian company whose subsidiaries are involved in the production and distribution of carton based packaging products for liquid foods. Nampak is a South African entity involved, through its subsidiaries in Kenya, in the manufacture of metal, plastic and paper packaging materials. The JV vehicle will be set up to engage in a new line of product, with a market access, separate from the current activities of the parties to the joint venture.

According to a Tetrapak Index 2020 Report, about 80% of the liquid foods manufacturers in Kenya prefer to package their products in plastic packaging materials. However, the ban on some plastic packaging materials in 2017 and the proposal to also impose a ban on Polyethylene Terephthalate (PET) bottles, have forced the producers and packagers of liquid food and food products to explore other packaging options.

Prior to the setup of the Elopak-Nampak JV vehicle, Tetrapak East Africa Limited is the only manufacturer of tetrapak packaging materials in Kenya. Other players, including Nampak, Banawi, Atlas, Ramsis and

[3] Assessing Kenya's affordable Housing Market April 2019
[4] https://cytonnreport.com/topicals/national-housing-development

Tekpak import and supply negligible volumes of Tetrapak material in Kenya. The wider food packaging materials market is served by plastics with tetrapaks accounting for about 20% of the market.

Besides the likelihood of creating large numbers of direct and indirect employment and supporting MSMEs, the JV transaction is unique because the players are seeking to enter into a new area that has not been ventured by other players in the market, save for Tetrapak East Africa. The dynamics of the market is likely to change if the ban on PET and other plastic packaging containers is effected. Therefore, it is expected that the new entrant will aid in exerting competitive pressure on Tetrapak East Africa Limited.

SUPPORTING MSMEs DURING THE COVID-19 PANDEMIC

The financial year 2020/21 has been challenging and most businesses have been impacted negatively in one way or another. Credit has played a crucial role in keeping businesses afloat during the pandemic. The Authority, within the ambit of the Act has played a role in ensuring that businesses and especially the Micro, Small and Medium Enterprises (MSMEs) access credit by reviewing and conditionally approving the proposed acquisition of Century Microfinance Bank Limited (Century) by Branch International Limited (Branch).

Branch is a mobile app-based consumer and microbusiness lending platform providing mobile-based customized micro loans. The platform utilizes available online information and data, including from the Credit Reference Bureau (CRB), and customer spending habits to determine the amount of credit to be advanced to borrowers.

Century, on the other hand, is a brick-and-mortar deposit-taking micro lending institutions. It also focuses on lending to its customers as informed by their deposits. The institution typically lends funds to organized groups enabling it to lower its risk exposure and reduce instances of default.

The Authority reviewed the transaction and established that the turnover and asset thresholds were below Ksh. 1 billion. However, the transaction was reviewed as a full merger filing based on the public interest concerns that it was likely to raise as provided for under Rule 13 of the Competition (General) Rules, 2019. The Rule states that *"The Authority may require parties to any transaction which has been excluded pursuant to section 42 (1) of the Act to seek approval, even if it falls beneath the exclusion thresholds, where it is likely that it will substantially prevent or lessen competition, restrict trade or raise public interest concerns"*. Based on the foregoing, the transaction would lead to access to an aggregation of consumer data across the two lenders. Therefore, there was need to ensure that the approval of the transaction did not put borrowers at a disadvantage where data from one platform could be utilized in another platform to their disadvantage.

In its review, the Authority proposed that acquirer should not leverage on the target's licensing from the Central Bank of Kenya to list any defaulters from Branch with the CRBs since, at the time of the approval of the transaction, Branch was not sanctioned to directly list its defaulter clients with CRBs. The Authority

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was also concerned that the transaction would enable the two platforms to subject existing loans to new terms disadvantaging existing borrowers.

Based on the above, the Authority approved the transaction on condition that the acquire and the target will each: -

i. maintain the terms agreed with the borrowers in respect of all the loans existing in their loan books at the time of the acquisition; and
ii. retain their existing performing and non-performing loans in accordance with their terms up to and until the expiry of such loans so long as the said terms are not in contravention of the provisions of the Act.

Therefore, the Authority, in the review and approval of the transaction contributed in protecting the public and the MSMEs from the likely exploitation of their interests that would have emanated from the transaction.

b. Regulation of Restrictive Trade Practices

The Authority engages in initiatives aimed at ensuring efficient markets for consumers through promotion and safeguarding competition in the national economy. The Authority promotes compliance with the Act through investigations of agreements/concerted practices prohibited under sections 21 and 22 of the Act, and unilateral/abuse of dominance practices prohibited under section 24 of the Act. The Act prohibits such conduct since they negatively impact competition, with the resonating effect being the dampening of the ease of doing business, investment climate and competitiveness of the national economy.

Despite the fact that certain practices by undertakings, association of undertakings and professional associations are prohibited under Sections 21 and 22 of the Act. However, undertaking may, upon application under Section 25, be granted exemption by the Authority to conduct certain practices where it is determined that they have an overriding public benefit.

To enhance its effectiveness in detection and enforcement of anti-competitive practices, control of mergers and consumer protection, the Authority operationalized the Informant Reward Scheme Guidelines in January 2021.

Further, the Authority finalized the development of Post-COVID Block Exemption Guidelines (PCBEG) which are currently under review by the National Treasury. The development of these guidelines was occasioned by the COVID-19 pandemic, which may require undertakings to collaborate to ensure access and availability of essential goods and services to support recovery of the economy. Although undertakings can collaborate during such exceptional situations, the Authority is equally mindful of the importance of maintaining competitive markets in Kenya.

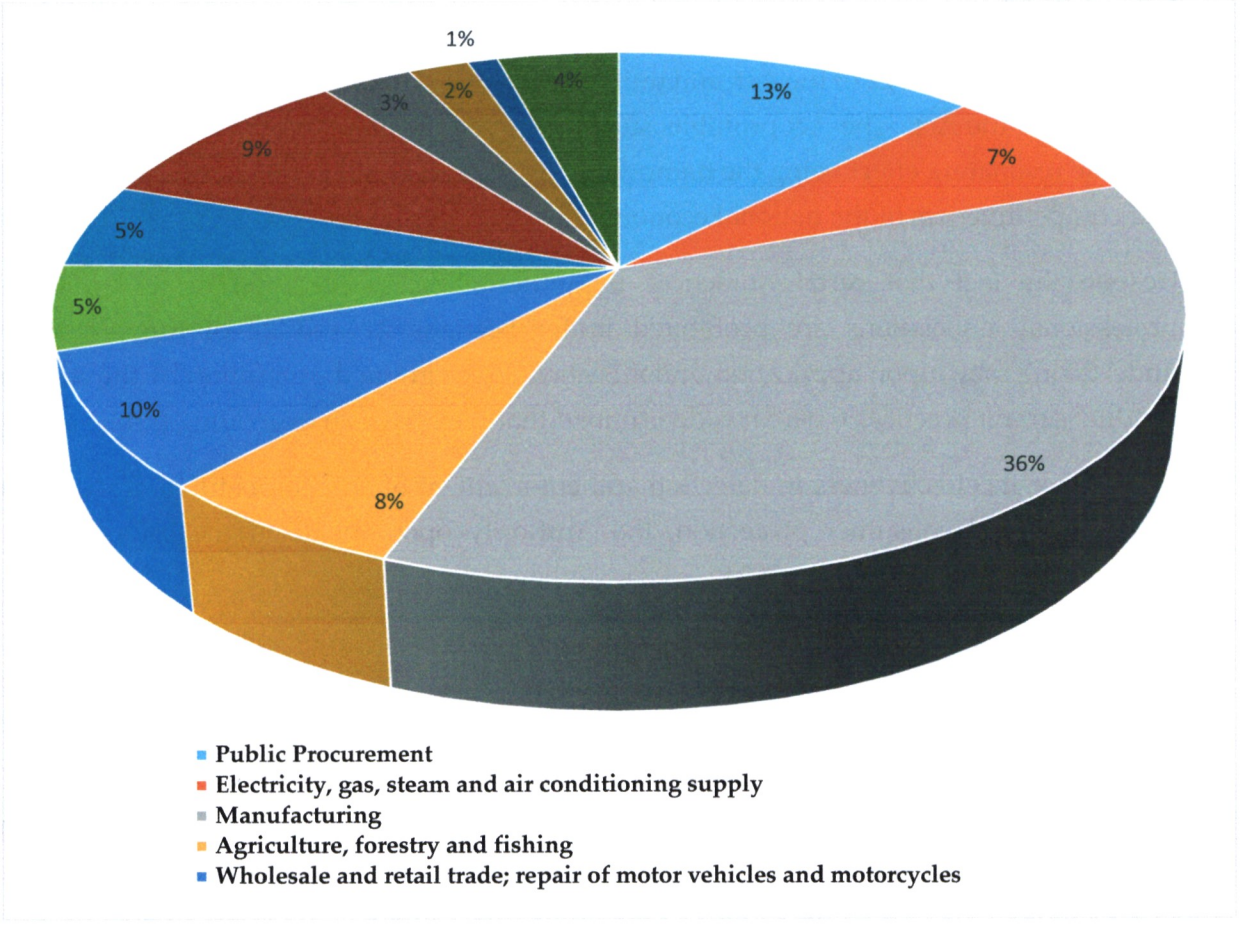
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During the period under review, the Authority investigated forty-seven (47) restrictive trade practice cases. Of these, thirty-one (31) were finalized while the rest were at various stages of investigations at the close of the reporting period. Various remedies, including financial penalties and declaratory orders, were imposed to undertakings found to have infringed the Act. The Authority also ensured compliance with conditions relating to thirty-nine (39) decisions that had been previously finalized and which related to mergers and acquisitions, consumer protection and restrictive trade practices.

The Authority received five (5) exemption applications relating to the agriculture, manufacturing and energy sectors. One (1) matter was finalised. At the close of the reporting period, two (2) applications were still under review, one (1) was awaiting a court determination, and the fifth one was discontinued due to failure of the party to provide the requisite information as requested.

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. The summary of the cases handled in terms of the sectors affected are highlighted under Figure 3 below.

Figure 3: Restrictive Trade Practice cases by Sector



Some of the restrictive trade practices cases are highlighted below:

INVESTIGATION INTO THE MEMBERS OF THE ENERGY DEALERS ASSOCIATION

Pursuant to Section 31 of the Act, the Authority initiated investigations into the conduct of Energy Dealers Association (EDA) following receipt of information that EDA has been engaging in certain restrictive trade practices; namely, price fixing, exchange of strategic/commercially sensitive information, market allocation and agreements on terms of trade contrary to Sections 21 and 22 of the Act.

The investigations revealed that EDA members had agreed on a uniform pricing formula contrary to Sections 21(3)(a) and 22(1)(2)(i) of the Act. The evidence available to the Authority did not substantiate the allegations of exchange of strategic/commercially sensitive information and market allocation.

Pursuant to Section 38 of the Act, EDA entered into a settlement agreement with the Authority and paid a pecuniary penalty of Ksh. 408,000.00. EDA also undertook to desist from any anticompetitive conduct and to put in place a Competition Compliance Program to sensitize its members on competition law.

It is envisaged that the remedies imposed by the Authority will enhance distribution and access of LPG across the country and is likely to result in significant environmental and health benefits associated with the use of clean energy in cooking in line with Kenya's Vision 2030 of having households adopt clean cooking fuels.

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INVESTIGATIONS OF THE PAINTS MANUFACTURERS AND DISTRIBUTORS IN KENYA

In support of the Government's agenda of housing and manufacturing, the Authority initiated investigations into an alleged collusive conduct between players in the paints manufacturing and distribution sector in July, 2018 pursuant to the provisions of Section 31 of the Act.

Pursuant to Section 32, the Authrotiy on 3rd December, 2018 conducted a search and seizure exercise (dawn raid) at the premises of four companies namely; Crown Paints PLC (Crown), Basco Products Kenya Limited (Basco), Kansai Plascon Kenya Limited (Plascon) and Galaxy Paints and Coatings Limited (Galaxy). Investigations were concluded in July 2019.

We made a preliminary finding that the parties were involved in anti-competitive agreement on prices, and transport charges. The parties were accorded an opportunity to respond to the allegations levelled against them pursuant to Section 34 of the Act, which provides for written and oral submissions.

The Authority, after considering the submission from the parties, made a determination that they were in breach of Section 21(1) and (3) of the Act. Basco Paints entered into settlement agreement pursuant to Section 38 of the Act immediately after the Authority made a decision that the parties had engaged in practices that amounted to price fixing and agreement on transport charges.

Three (3) parties (Crown Paints, Plascon and Galaxy) contested the Authority's determination and appealed the decision at the Competition Tribunal. The parties sought settlements with the Authority before a legal hearing can take place with the Competition Tribunal pursuant to Article 157 of the Constitution. At the close of the reporting period, two (2) matters had been finalized with the Authority before a legal consideration by the Tribunal while engagement with the third party was ongoing.

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INVESTIGATION INTO SUPPLY OF TREATED WOODEN ELECTRIC POLES

The Authority received a complaint from the Inter Tropical Timber Trading Limited (ITTT) in September 2019, alleging tender award irregularities by the Rural Electrification and Renewable Energy Corporation (REREC), formerly the Rural Electrification Authority (REA).

The irregularities alleged included unlawful termination of contracts, automatic winning of tenders and cross directorship in different companies participating in the same tender. The companies were; Masherbrum Limited, Sonara Ventures Limited, Sums Decorators, Top Range Ventures Limited, Tradewinds International Limited, and Naweza Investment Limited.

The Authority conducted investigations to determine if the players in the supply of electric poles could have been engaging in bid rigging practices prohibited under Section 21 of the Act. Pursuant to Section 31, the Authority secured and analyzed tender documents from REREC and made a finding that the firms had indeed engaged in collusive tendering. Specifically, the companies presented tender documents bearing identical price schedules and similar prices. Additionally, analysis of the companies' submissions pointed to cross directorship and information sharing as evidenced by their identical cover pages, handwriting and similar addresses.

Five of the companies namely: Masherbrum Limited; Sonara Ventures Limited; Sums Decorators; Top Range Ventures Limited; and Tradewinds International Limited initiated settlement proceedings in the matter pursuant to the provisions of Section 38 of the Act. Based on these Settlement Agreements, a pecuniary penalty of Ksh. 1,305,355.90 was imposed. However, engagements with Naweza Investment Limited were still ongoing at close of the reporting period.

In calculating the penalty, the Authority is guided by the Competition (General) Rules, 2019 and the Fines and Settlement Guidelines which, among others, provide highlights of the mitigating and aggravating factors to be taken into account. The Authority also based its decision on international best practices regarding determination of the remedies pursuant to settlement agreements.

It is expected that the remedies imposed by the Authority will serve as a deterrence to the affected companies from engaging in similar conduct in future as well as others who may be attracted to undertake such practices. Finally, it is anticipated that this intervention will result in reducing the cost of electric poles to the benefit of the Government and welfare gains to the citizens.

Compliance Cases

COMPLIANCE CHECK ON KOKO NETWORKS LIMITED (KENYA) AND VIVO ENERGY KENYA LIMITED EXEMPTION

Pursuant to Section 25 of the Act, KOKO Networks Limited (Kenya) and Vivo Energy Kenya Limited (collectively the Parties) on 11th October, 2018 applied for an exemption to engage in potential restrictive trade practices contained in their Wholesale Concession and Operating Agreement (the Agreement) for a

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period of ten (10) years. They specifically sought exemption for the following restrictive practices, which if not exempted, would qualify as contraventions under the Act:

a) Exclusivity in respect to the sale and distribution of denatured ethanol cooking fuel to Agents appointed by KOKO Networks;
b) The ability for KOKO Networks and VEK to jointly set the price at which the denatured ethanol cooking fuel will be sold to the end users;
c) Exclusivity for the distribution of consumer hardware produced by parties related to KOKO Networks in Kenya; and
d) Exclusivity for KOKO Networks to appoint Agents.

The Authority analyzed the exemption application together with the proposed Agreement and found that some of the clauses provided for exclusivity, territory allocation and price fixing. Upon analysis of the same pursuant to Sections 25 and 26 of the Act, the Authority:

(a) Granted the exemption of clause 2 of the Agreement on territorial allocation for a period of five (5) years; and
(b) Rejected the application to exempt clauses with regard to price setting of the Agreement for the reason that agreements to fix prices is a hard-core restriction under the Act and the applicants did not provide overriding public interest in its support.

Subsequently in October, 2020 the Authority initiated compliance checks and noted that while the parties had made amendments to their Agreement, the revisions did not address the issues of price fixing that had been identified in the original Agreement.

The parties were therefore informed of the non-compliance and were directed to address the issues raised. The revised agreement was forwarded to the Authority for review and it was confirmed to be in compliance with the order of the Authority.

Three months after the effective date of the second amendment, the Authority undertook additional compliance checks. No inciddnces of non-compliance were noted.

c. Buyer Power

Amendments to the Act that became effective in January 2020 increased the robustness of the law, widening the scope of enforcement and granting the Authority powers to act pre-emptively when addressing incidences of Abuse of Buyer Power (ABP). Provisions in Section 24A of the Act enable the Authority to harness the power of self-regulation by sector-specific associations to achieve compliance.

These new powers were operationalized during the reporting period, which saw the Authority apply Section 24A (2), (3) and (8) of the Act to publish a binding Code of Practice for the Retail Sector and Section 24A (7) to issue template contracts for use in the Retail and Insurance sectors, both of which have been found to have a high susceptibility to instances of ABP. With these interventions, it is expected that incidences of ABP and the attendant negative effects on markets

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will be ameliorated in the two sectors. Furthermore, the self-regulation will increase compliance at lower costs.

Enforcement of Buyer Power Regulations

In order to increase deterrence on Abuse of Buyer Power the Authority:

i. Built capacity in terms of numbers and skills;
ii. Prioritized, evaluated, investigated and concluded complaints/cases on ABP;
iii. Conducted stakeholder sensitization initiatives;
iv. Ensured the Publication of a Retail Sector Code of Practice developed by sector players; and
v. Developed Template Contracts for the Insurance and Retail Sectors.

The Authority finalized twenty-six (26) ABP cases during the reporting period, which represents a seventy-three (73%) caseload increase from the previous year. This caseload is attributed to the increased awareness among the stakeholders on the Authority's ABP mandate and publicizing of our interventions.

The Authority investigated allegations of ABP against service providers in the insurance sector relating to delayed payments and unilateral termination of supply agreements without notice. As a result, Ksh.8,273,216.00 in delayed payments was facilitated from eleven (11) insurance companies. The facilitation with delayed payments supported the affected suppliers, mainly motor vehicle garages and loss assessors. Most of these suppliers are small and medium sized companies, who continue to be competitive in the relevant sector.

During the period under review, the Authority finalized investigations into ABP incidences within the retail sector focusing on twenty-five (25) mid- and large-retailers. The investigation determined that four (4) retailers had delayed payments to their local suppliers for a period, exceeding ninety (90) days. Three (3) of the four (4) retailers presented payment plans upon engagements with the Authority, which are being honored as agreed, and thereby progressively reducing their debt portfolio. This has been confirmed through compliance checks.

Further, the Authority issued Prudential and Reporting Orders to one retailer requiring it to submit records revealing the full extent of debt owed, financial statements and records, sales forecasts, among others. The Authority also required the retailer to submit a debt settlement plan for all debt owed to suppliers over ninety (90) days, and commence honoring its commitments, while prioritizing distressed suppliers and those supplying FMCGs. The intervention resulted in payment of delayed payments to the suppliers totalling Ksh. 2 Billion. This enforcement action

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promoted the sustainability of suppliers, understanding of the obligations of market players under the Act and the Authority's ABP mandate.

The Authority sensitized the public on its mandate on ABP under Section 24A of the Act as a means of enhancing compliance. Stakeholders sensitized included County Governments, legal fraternity, and SMEs. The Authority also sensitized various business associations such as Association of Kenya Suppliers, Kenya Association of Manufacturers, Retail Trade Association of Kenya, Kenya National Chamber of Commerce and Industry, Association of Kenya Insurers, and Cereal Millers Association.

During the year under review, the Authority investigated fifty (50) cases, which represent a 35% increase compared to previous year. These cases involved eight (8) sectors namely; retail, manufacturing, insurance, agriculture, telecommunications, construction, distribution and art. Twenty-six (26) cases were concluded and various remedies applied as provided under Sections 36 and 38 of the Act. Twenty-four (24) cases were still under investigation at the close of the year under report.

Figure 4: Abuse of Buyer Power Cases in FY 2020/21 by Sector

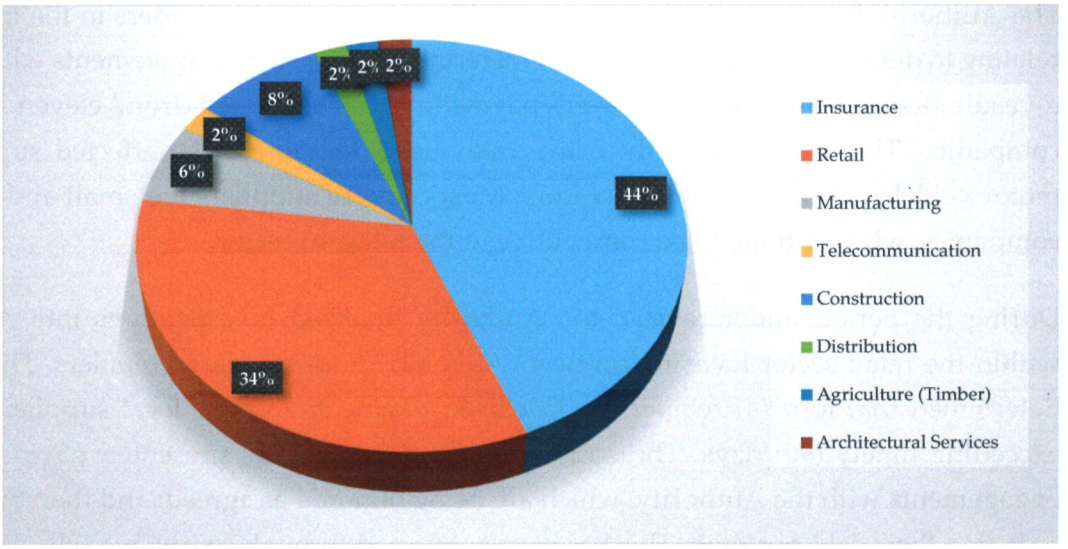


Figure 5: Nature of Abuse of Buyer Power Conduct Reported in FY 2020/21

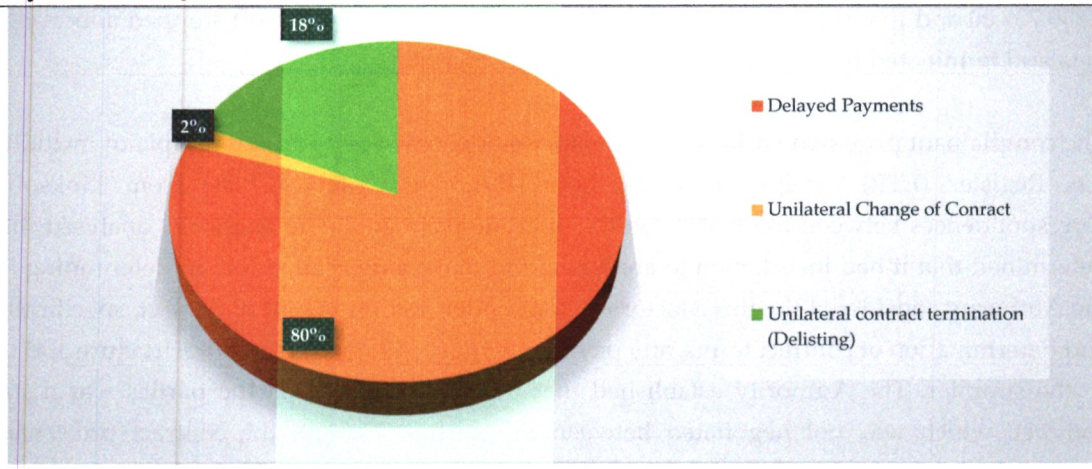
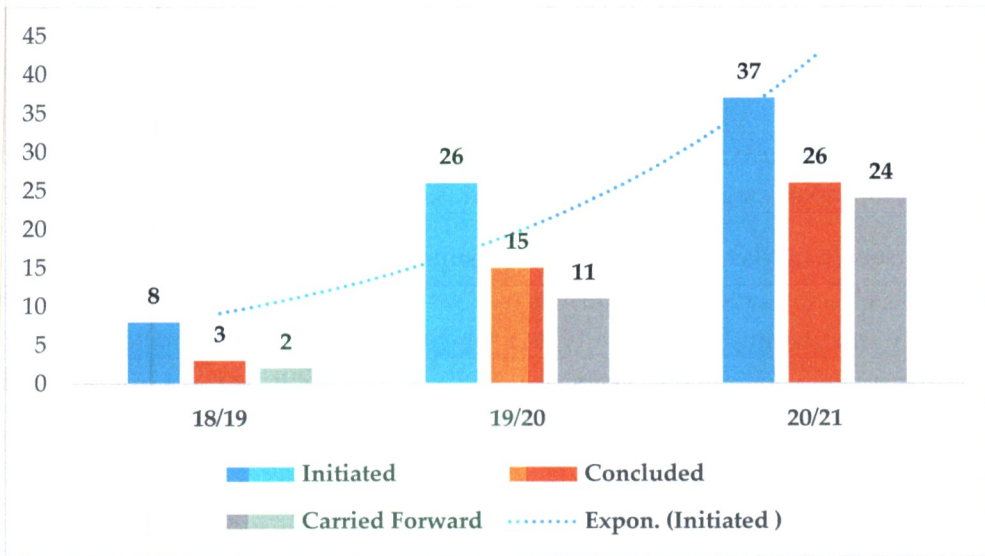


Figure 6: ABP Case Statistics for FY 2018/19 to 2020/21



Sample Buyer Power Cases

BETA SOLUTIONS LIMITED AND LINKSOFT INTEGRATED SYSTEMS EAST AFRICA LIMITED

Beta Solutions Limited (Beta), a company providing services of installation of telecommunication masts, presented an ABP complaint against Linksoft Integrated Services (East Africa) Ltd (Linksoft), a technology solutions firm. Beta reported that it was sub-contracted by Linksoft to install communication equipment masts at various project sites between 2014 and 2018 for the main client, Safaricom PLC (the Client). The terms of the sub-contract indicated that Beta would receive 20% of the total contract amount as a down payment, 60% conditional on acceptance of the works by the Client, and the balance on completion, inspection and approval by the works by the Client. Despite completing the projects in April 2018, and receiving inspection and completion certification from the Client, Beta alleged that it was owed Ksh.

2,560,737.00 and that the payments were delayed. Subsequently, Linksoft stopped allocating contracts to Beta and terminated the contract between the two undertakings.

The complainant provided various documentary evidences to support the complaint including Electronic Tax Register (ETR) receipts, Invoices, Local Purchase Orders (LPOs) from Linksoft and email correspondences between the parties on the overdue payments. The Authority analysed the matter and determined that it had jurisdiction to analyse it and make a determination. In determining buyer power, the Authority considered the three factors set out under Section 24A(4) of the Act, specifically, the nature and determination of contract terms, any payment requested for access to infrastructure and the price paid to the supplier. The Authority established that the contract between the parties was a standard form contract, which was not negotiated between the parties. Though the contract price was not below profitability, or oppressive, there had been inordinate delays in settling payment by Linksoft contrary to the terms of the contract. Beta consequently incurred additional costs in servicing debt related to financing for the installation and no payments were required for access to infrastructure.

Upon analyzing the matter under the Buyer Power Guidelines, the Authority established that Beta had a position of economic dependency on Linksoft. Linksoft is a major contracting company in the relevant market in Kenya with its client base consisting of firms such as Safaricom PLC, Rural Electrification Renewable Energy Authority, Ministry of Lands and Physical Planning, KenGen and Geothermal Development Company among other high profile firms.

Review of the relevant market for contracting and sub-contracting revealed that due to the high capital requirements for telecommunications infrastructure development, only a few players get the installation contracts directly from clients. Subsequently, the sub-contract contracts to smaller players. As a result of the scale of investment requirement, years of practice to be established, control of critical technology, together with the ability to win big contracts, the main contractors have a superior bargaining position over subcontractors.

The Authority noted that despite Linksoft's failure to pay for the services rendered by Beta, and the subsequent constructive termination of the contract between the two, Linksoft's business appeared not to have been affected, and substituted Beta with alternative sub-contractors. To the contrary, the complainant cut back on its staff compliment and failed to honour its financial obligations to bank facilities and suppliers. Beta's precarious financial position rendered it incapable of supplying installation services to other contractors.

From the foregoing, it was concluded that Linksoft had abused its buyer power in relation to Beta by delaying payment to a supplier, without a justifiable reason in breach of agreed terms of payment contrary to Section 24A(1) of the Act. On notification of the finding by the Authority, Linksoft opted to settle the matter under Section 38 of the Act by settling the outstanding payments of Ksh. 2,560,737.00 to Beta in eight (8) instalments between May and December 2020. The Authority's enforcement ensured the recovery of the long outstanding debt owed to the sub-contractor and also ensured its business continuity.

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ROBINSON MOUTI T/A DISTINCT INVESTMENTS AND MULTIPLE SOLUTIONS LIMITED

The Authority received a complaint from Robinson Mouti t/a Distinct Investments (Distinct) on 2nd December 2020 alleging to have suffered abuse of buyer power by Multiple Solutions Limited (Multiple Solutions) in the form of delaying payment for supply of jet fuel worth USD 118,435. The complainant is a sole proprietorship operating within the market for supply of jet fuel with its main office in Nairobi. Multiple Solutions on the other hand is an international accredited freight forwarding company licensed to undertake clearing and forwarding of inbound sea and air cargo, issuance of shipping bills of landing, and airway bills for outbound cargo. The undertaking has offices in Mombasa, Nairobi and at major border points in Kenya, in addition to an office in Kampala, Uganda. It is part of a group of Companies with a territorial presence in Kenya, Uganda, Tanzania and Rwanda.

The complainant provided documentary evidence to support the complaint including a supply agreement entered into between the parties on 8th May, 2018 for the supply of jet fuel to Multiple Solutions, relevant invoices and local purchase orders.

Since the matter arose between players in the petroleum sector which is regulated under the Energy and Petroleum Acts of 2019, the Authority conducted a screening to establish the rightful regulator with jurisdiction over the matter between itself and the Energy and Petroleum Regulatory Authority (EPRA). The Authority established that with regard to the upstream and midstream petroleum subsectors, EPRA's mandate covers licensing including licensing of importers of petroleum products, storage depots, Liquefied Petroleum Gas (LPG) storage, pipeline transportation, refineries, wholesalers and exporters, transporters and retailers among others.

The regulator is responsible for economic regulation of the sector in respect to energy planning, pricing and competition analysis, regulatory research and policy analysis and maintaining of energy data and statistics. In contrast, the case at hand regarded delay of payments without justifiable reason, arising from a commercial engagement between two players in the sector. It was concluded that the matter did not therefore fall within the mandate of EPRA as provided in Section 10 of the Energy Act 2019. Furthermore, the complaint also fell outside the ambit of matters which require notification pursuant to the Memorandum of Understanding (MoU) between the two regulators, which creates a framework for cooperation in effectively addressing competition concerns in the energy sector.

In determining whether Multiple Solutions was in a significant bargaining position over Robinson Mouti, the Authority took into consideration the nature and determination of the contract terms between the concerned undertakings. Analysis revealed that the contract of supply was drawn by the supplier and issued to the buyer. The supplier's logo appeared on every page of the document which was the standard form contract issued by Distinct to its buyers, negating the claim that the buyer was in a position of superior bargaining power over the supplier. Additionally, upon scrutizining the contract terms, the Authority established that the terms were neither onerous nor oppressive, and that they indeed protected the interests of the supplier more than the buyer. For instance, the contract provided for a relatively short credit period of five (5) to seven (7) days. In the event of a shortage of fuel in the supplier's stock the commodity would be allocated on pro-rata basis across its term customer base, without placing any further obligation on the supplier.

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Under the Buyer Power Guidelines, Buyer Power is the ability to reduce price profitably below a supplier's normal selling price, or more generally to obtain terms of supply more favourable than a supplier's ordinary contractual terms and detrimental to the supplier. The contract price was mutually agreed upon between the parties. Indeed, Distinct - the supplier - did not submit that the terms were oppressive. Additionally, the nature and determination of the contract terms did not point to a presence of buyer power by Multiple Solutions over Distinct.

An analysis of the relevant market of supply of civil jet fuel, the nature of the product supplied and the availability of alternatives for the buyer and supplier was conducted to establish whether there was economic dependency by Distinct on Multiple Solutions.

The ability of a buyer to credibly threaten to resort, within a reasonable time frame, to alternative sources of supply and hence refuse to purchase products from the supplier has a direct correlation with the presence of buyer power. The Authority established there were multiple jet fuel distributors of Distinct's calibre and that the supplier side of the market was not highly concentrated. The Authority identified over fourteen (14) alternative suppliers within Nairobi County and concluded that Multiple Solutions had adequate credible alternative sources of supply of jet fuel. Therefore, the possibility of easily substituting Distinct with another supplier was realistic and that Multiple Solutions wielded buyer power over Distinct.

The market was similarly analysed to address the question of whether there were viable alternatives in the market for Distinct to substitute Multiple Solutions. Whereas major global airlines have operations in Kenya, including in the international freights business, these airlines typically source their jet fuel from much bigger players than Distinct, including local subsidiaries of international firms that they have contracted.

The Authority determined that smaller suppliers such as Distinct also had access to smaller buyers of jet fuel in the market. The Authority identified sixteen (16) such buyers in the market. Our investigation further determined that the switching costs were low given that all the buyers in Nairobi, where Distinct operated from, are based at the Jomo Kenyatta International Airport and Wilson Airport. Therefore, there was no economic dependency between the parties.

The contract between the parties was signed in May 2018 and contained renewal clauses. The evidence adduced indicated that the complainant supplied the product per the contract terms until October 2018 when it discontinued supply due to a six (6) week delay in payment. While immediate switching may not have been immediately possible, there existed subtitutes in the market for the complainant to engage.

On consideration of all the factors set out in the Act, as read together with the Buyer Power Guidelines, the Authority determined that Multiple Solutions was not abusing its buyer power. While there was proof of delayed payments, the conduct was not as an outcome of abuse of buyer as stipulated under the Act. The outstanding amount was a commercial debt.

The finding clarified the Authority's assessment of matters under the Buyer Power Guidelines and the Act, which require that it upholds the rights and obligations of market players for the benefit of efficient markets, without a preference for either party.

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MEMBERS OF THE KENYA MOTOR REPAIRERS ASSOCIATION (KEMRA) AND KENYA ORIENT INSURANCE LIMITED

The Kenya Motor Repairers Association (KEMRA) consists of one hundred and sixty-eight (168) motor vehicle garages across the country. The Association presented an ABP complaint on behalf of sixteen (16) members against three insurance companies.

The complainants claimed the insurance companies engaged in conduct in abuse of buyer power by delaying payments worth Ksh. 5,954,141.00 without justifiable reasons and in breach of the agreed terms of payment, unilaterally terminating contracts without prior notice, demanding for unfavorable terms detrimental to the garages and transfer of commercial risk. Evidence was presented in support of the complaint, including authority letters instructing the garages to undertake repairs and commitments to honour invoices between thirty (30) and sixty (60) days upon submission. In addition, assessment reports confirmed satisfactory repairs of various motor vehicles and relevant invoices for services issued.

None of the complainants provided evidence to support their allegations of pushing of commercial costs through demands for free towing and indefinite storage of repaired vehicles. In addition, they did not adduce any evidence to support claims of transfer of risk which was allegedly being conducted through the compelling of garages to purchase repaired motor vehicles which insured parties refused to accept for reasons not related to the quality of repairs. The Authority dismissed these particular elements of the complaint.

The Authority determined that the nature and determination of contract terms between the buyers and suppliers pointed to the presence of BP on the part of the buyers. For instance, the Service Level Agreements (SLAs) were unilaterally drawn by the insurance companies and submitted to garage owners for execution.

Prior to 2014, the garages negotiated contract and payment terms with insurance companies based on an existing Memorandum of Understanding (MoU) between the Association of Kenya Insurers (AKI) and KEMRA. Over time, the insurance companies disregarded the MoUs and cherry-picked favourable clauses. The terms of the SLA and any amendements were non-negotiable, thereby pointing the insurance companies' superior bargaining position.

Additionally, the Authority established that the composition of the panel of service providers is the prerogative of the insurance company through a vetting and shortlisting process. This situation amplified the bargaining power imbalance, thereby creating an environment for possible ABP.

The relevant market identified was the market for repair of motor vehicles whose assessment established that it was skewed against motor vehicle repairers. Suppliers were constrained in terms of switching to other alternatives because there was a limitation of credible options. The buyers, on the other hand, had viable options to switch to credible alternatives, further weakening the garages' bargaining power. The main source of business for KEMRA members is insurance companies who engage them to repair insured motor vehicles after accidents. As at the end of 2020, there were thirty-eight (38) insurance companies in Kenya licenced by the Insurance Regulatory Authority (IRA) to offer motor insurance services. There were over 160 garages registered under KEMRA, who compete to join insurance panels.

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Further analysis established that the three buyers accounted for a significant share of the supplier's outputs. Up to 80% of the business conducted by garages emanated from the companies, further entrenching their economic dependency on insurance companies. The complainants continued to offer repair services despite delays in payments, some as long as eight (8) years. This was attributable to the difficulty in switching to other alternatives.

The Authority also established that there was conducts in delay of payments without justifiable reasons as well as constructive termination of contracts by the three (3) insurance companies who had stopped allocating work to the complainants without any communication to them or giving reasons. The Authority concluded that the insurance companies had buyer power, as stipulated in Section 24A (2B) and (2D) of the Act with regard to the sixteen (16) members of KEMRA and that they abused this position by delaying payments without any justifiable reason and delisting the complainants.

Upon communication of the Authority's findings, the three insurance undertakings opted to settle the matters. At the end of the reporting period, Kenya Orient Insurance Limited had completed payment of Ksh. 1,298,076.00 and the matter was closed. Invesco Assurance Ltd and Trident Insurance have progressively made payments of Ksh. 2,356,966.00 and Ksh. 2,028,379.00, respectively. However, some amounts were still outstanding at the end of reporting period.

The settlements enabled payment of long-standing debts owed to the garages, all of whom were SMEs. SMEs play a vital role in the growth of the country's economy, as well as providing employment opportunities to more than three quarters of the entire working population. This specific matter case was vital for the creation of a favourable commercial, trade and investment environment that supports enterprise expansion bearing in mind the time of the complaint and the effects of the COVID-19 pandemic.

Achieving Compliance through Facilitating Self-Regulation

i. Publication of Retail Sector Code of Practice

Section 24A (3) of the Act empowers the Authority to require industries and sectors in which instances of abuse of buyer power are likely to occur, to develop a binding Code of Practice. With this power, the Authority is able to act pre-emptively in order to safeguard the wellbeing of markets. To further buttress Section 24A (3), and Section 24A (8), the Act provides that the Authority shall publish the Code of Practice which shall be developed in consultation with the relevant stakeholders, relevant Government agencies and the Attorney-General.

Following the conclusion of the Retail Sector Study, the Authority established that the industry was experiencing incidences of abuse of buyer power, and which manifested in delayed payments. In order to address these challenges and foster and support self-regulation, the Authority required both supplier and retailer stakeholders in the industry to develop a binding Code of Practice in July 2020, as enabled under Section 24A (3) of the Act. The Code of Practice was submitted to the Authority in September 2020 by the industry stakeholders and, upon

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consultations with relevant Government agencies, was gazetted in June 2021. The Code provided for, among others:

i. Principles of fair and ethical dealing;
ii. Variation of supply agreements/joint business plans and terms of supply;
iii. Duties of retailers and suppliers including on delays in payment, contribution to marketing costs, payment for shrinkage and for damages, promotions, duties in relation to de-listing etc.; and
iv. Establishment of a Retail Trade Dispute Settlement Committee and a Prompt Payment Committee.

The Authority is of the view that the Code will streamline the commercial relationship between suppliers and retailers in this key industry. The Code, which is binding to all parties in the retail industry, is expected to enhance compliance with the abuse of buyer power provisions of the Act, thereby facilitating growth and expansion of the sector to the benefit of all stakeholders, including consumers.

The Authority will in the FY 2021/222 conduct a fresh Retail Sector Surveillance to determine the impact of its interventions on the industry, including adhereance to the aforementioned Code.

ii. Development of Model Contracts for Retail and Insurance Sectors

To ensure compliance with the Act, the relevant stakeholders from the retail sector including the Retail Trade Association of Kenya, Association of Kenya Suppliers and the Kenya Association of Manufacturers were engaged in the development of the template contracts for the supply of goods and services. These contracts containing the minimum terms under section 24A (7) of the Act have been disseminated to the parties to act as a guiding tool between the supplier and buyer undertakings.

Further, owing to the influx of cases from the insurance sector, the Authority in consultation with the relevant stakeholders from the insurance sector developed and disseminated template contracts for use by Assessors, Motor Repairers, Investigators and the Association of Kenya Insurers to foster a culture of written agreements.

The agreement between buyer and supplier undertakings is central to the investigation of abuse of buyer power and monitoring of sectors and industries for instances of abuse of buyer power. However, a key challenge to effective enforcement of the provisions of the Act in the insurance and retail sectors has been the absence of written contracts of supply between parties. Of the Buyer Power complaints investigated by the Authority in FY 2019/2020, parties did not have written contracts in 85% of the cases. Consequently, the Authority relied on Local Purchase Orders, Invoices and Credit Notes among other commercial documents to construe the terms of

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the contract between the parties. These documents may not always accurately capture the terms of engagement.

Additionally, absence of written contracts has been established to facilitate abuse of buyer power by enabling powerful buyers to vary contracts at will. In the 15% cases where contracts were found to exist, all were standard term contracts prepared by buyers for signature by suppliers and which were skewed in the buyer's favour. These contracts contained clauses that enable abuse of buyer power including unilateral termination, transfer of costs, transfer of risks and requirements to deploy staff to Buyers' business premises.

The above matters and the centrality of the supply contract in assessment of abuse of buyer power informed the Authority's commitment to develop template contracts that comply with the Act for dissemination to market players, especially in sectors most affected by incidences of abuse of buyer power.

An inquiry carried out by the Authority into the Retail Sector in 2016 established that contracts between suppliers and buyers, especially in the retail sector are not likely to be reduced into writing. Of the matters investigated by the Authority in FY 2020/2021, the insurance and retail sectors each recorded 38%. The other 24% were drawn from other sectors. From the retail sector cases only one (1) out of sixteen (16) cases (representing 6%) had written contracts. The same was a standard form contract issued by the retailer to all its suppliers and was found to contain clauses enabling conduct in abuse of buyer power. For the cases from the insurance sector, the contracts in place were drafted by the insurance firms for execution by suppliers.

Section 24A (7) of the Act sets out basic requirements for inclusion in supply contracts and further inculcates a culture of formal contracts. Pursuant to this, the Authority developed template contracts for voluntary adoption by buyers and suppliers in the two sectors. Development of model contracts will be a more appropriate step in reducing instances of ABP enabled by the lack of existing contractual relationship.

Association of Kenya Insurers (AKI), Kenya Motor Repairers Association (KEMRA), Motor Assessors Association of Kenya (MAAK) and National Association of Kenya Investigators (NAKI) are the four stakeholder associations that participated in the development of the template contract for their members.

The contract is meant to be a guide to players in the industry as they exercise their freedom of contract, which the Authority recognizes and the contracting parties. Therefore, the parties are at liberty to modify and vary terms of their individual contracts to reflect their intent and fit their respective circumstances, subject to the basic minimum requirements pursuant to Section 24A (7) of the Act.

THEME TWO: CONSUMER PROTECTION

The Consumer Protection is enshrined in Article 46 of the Constitution of Kenya, 2010. Towards fulfilling this constitutional requirement, the Authority pursuant to Part VI of the Act, is mandated to protect consumers against false or misleading representations; unconscionable conduct; and unsafe, defective or unsuitable goods.

During the period under review, the Authority pursuant to Section 70A received and investigated complaints received from consumers. Additionally, the Authority initiated investigations on its own motion into the services sector, specifically on mortgages, microfinance, internet service providers and online platforms for sale of goods and services, some of which are still ongoing. Further, the Authority provided twelve advisory opinions on consumer protection matters.

The Authority handled three hundred and fourteen (314) cases drawn from sixteen (16) sectors of the Kenyan economy. This caseload marked a significant year-on-year increase from one hundred and thirty-seven (137) cases handled in FY 2019/20. The one hundred and twenty nine percent (129%) jump in consumer matters is attributable to:

i. Increased awareness creation through which the Authority was able to educate citizens on their rights as consumers as per Article 46 of the Constitution of Kenya, 2010, and the consumer welfare provisions under the Act;

ii. Leveraging on technology by providing consumers with online platforms including the E-filing Portal which has made it easy for the consumers to lodge complaints, especially in the wake of COVID -19 pandemic;

iii. Initiation of consumer related cases including investigations into sectors such as the manufacturing; and,

iv. Increased awareness by consumers on the mandate of the Authority.

One hundred and forty one (141) cases were concluded during the period under review, compared to ninety eight (98) in the previous year. Consumer savings realized in FY 2020/21 are estimated at Ksh. 3,237,590.00, compared to Ksh. 2,192,619.00 in FY2019/20, translating to 48% increase in savings.

Sectors that recorded the highest increase in cases were: finance and insurance (103 cases), manufacturing (72 cases), wholesale and retail trade (59 cases), and telecommunication (21 cases). This is partly attributable to the Authority's proactive investigations in these sectors. The Authority has prioritized sensitization for businesses in these sectors for enhanced statkeholder engagement and sensitization in the next financial year.

During the period under review, the e-commerce sector registered a fifty percent (50%) increase in cases handled compared to the previous period. This jump was as a result of more consumers

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making purchases through online platforms in response to the restricted movements imposed as a result of the COVID-19 pandemic.

The highest growth in number of cases per sector, compared to the previous year, was experienced in the Wholesale and Retail sector, Financial and Insurance and Manufacturing sectors, which experienced an increase of 168%, 151% and 80% respectively. Further, more complaints were received in the aviation service sector (4%), which may be associated to increased cancellation of flights by airlines, while delaying or denying the consumers refund for their air tickets. The cancellation of flights were as result of travel restrictions occasioned by the COVID-19 pandemic.

Additionally, the Authority provided twelve (12) advisory opinions to consumers mainly on complaints regarding supply of energy, counterfeit products and fraud.

Figure 7: Comparison of Consumer Cases Handled in FY2019/2020 and FY2020/2021

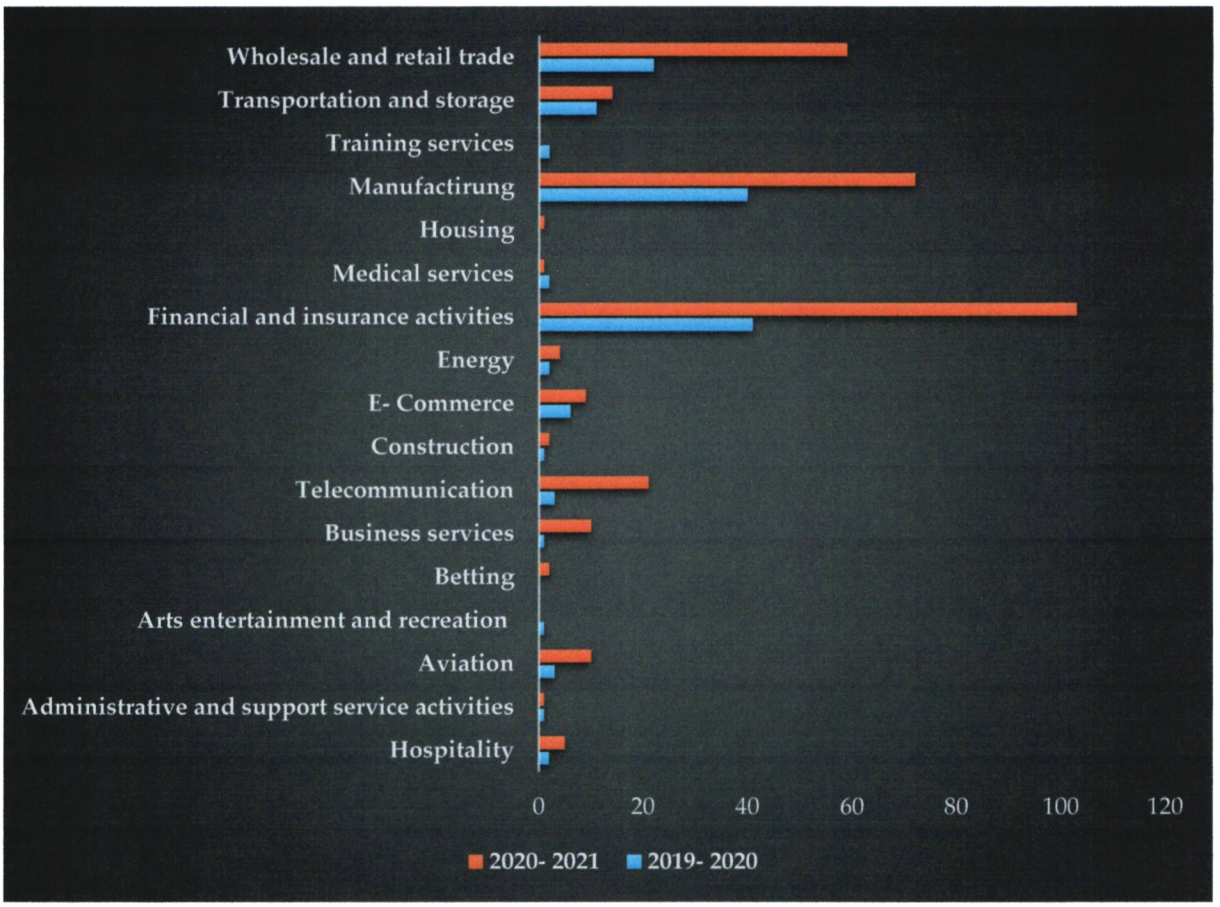
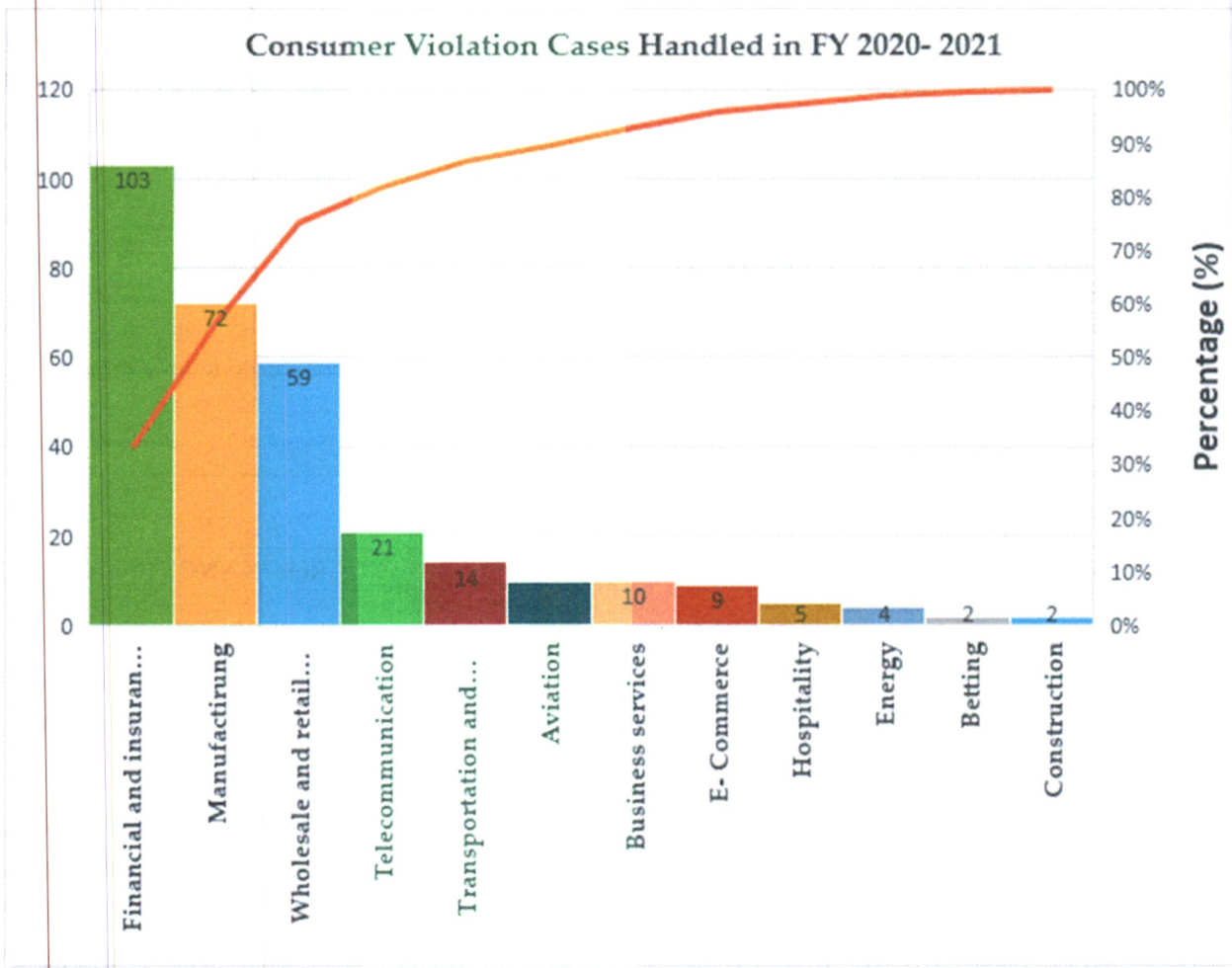


Figure 8: Consumer Cases handled in the FY2020/2021 by Sectors



Sample Consumer Cases

INVESTIGATIONS OF CONSUMER VIOLATIONS IN THE E-COMMERCE SECTOR

The Authority continued with investigations in the e-commerce sector specifically in suppliers of goods and services in; hospitality, retail, electronics, children's items (toys, baby products, videos games), health products, furniture, clothes, food, financial services, video streaming services, frequently used mobile apps, with a view to ensure compliance with Part VI of the Act.

The investigations involved review of companies' websites and focused on the disclosure of full information on the terms and conditions specifically on refund policy, return policy, pressure selling, fine prints, disclosure of fees and charges and cancellations. This also enhance protection of consumers in the wake of COVID- 19 pandemic which has led to increased online shopping.

Pursuant to Section 70(A) of the Act, twenty six (26) online companies' websites were reviewed namely; JazaCart Online, Masoko, Cheki, Technix, Omall, Epepea, Patabay, OLX (Jiji), Jumia, Kilimall, Pigiame,

Avechi, Mimi Online, Victoria Furnitures, Furniture Palace, E-Pharmacy, Pharmashop, Chandarana Food Plus, Baby Mama, Millan Baby Shop, Mother & Baby Shop, Uber, Taxify, Smart Baby Kenya, Bonfire Adventures and Travel Shore Africa. Eight (8) of the companies were found to have terms and conditions which may violate the provisions of Section 56 of the Act and Rule 32 of the Competition (General) Rules, 2019. The following consumer protection concerns were identified: inaccessibility of return and refund policy; non- full disclosure of information; use of fine prints; pressure selling; and unfavorable cancellations policy.

The Authority ordered the companies to revise their terms and conditions to ensure compliance with the Act. Seven (7) of the companies reviewed their terms and conditions, which were approved by the Authority for use. However, the Authority is finalizing on investigations into one of company, which is yet to revise its terms and conditions to ensure compliance with the Act.

INVESTIGATIONS INTO UNCONSCIONABLE CONDUCT BY MICROFINANCE INSTITUTIONS

The Authority initiated investigations into Microfinance Institutions (MFIs) product Terms & Conditions (T&Cs) and more specifically loan products. This was necessitated by growing concerns by consumers that some T&Cs are ambiguous, unfairly listing with CRBs; non-disclosure of critical/ important information like interest rates and fees charged or penalties and unreliable recourse.

The Authority reviewed the Terms and Conditions of thirty (30) MFIs in Kenya. The investigations established that some clauses of the T&Cs exhibited aspects of unconscionable conduct contrary to Section 56(1), (3), (4) of the Act as read together with Rules 30, 31, 32 of the Competition (General) Rules, 2019. The Authority further wrote to fourteen (14) Microfinance Institutions requiring them to revise the offending clauses in compliance with the Act and Rules. So far, five (5) namely: Key Microfinance, Maisha Microfinance, Daraja Microfinance, Bimas Microfinance and Momentum Microfinance have revised their Terms and Conditions, while the Authority continues to engage the nine (9) Microfinance Institutions.

In the next financial year, the Authority will collaborate with the Association of Microfinance Institutions of Kenya (AMFI- Kenya) to sensitize the members on consumer protection.

INVESTIGATIONS INTO UNCONSCIONABLE CONDUCT BY BANKS OFFERING MORTGAGE FACILITIES

Lack of disclosure of information by banks or suppliers of a service may infringe on consumer rights enshrined under Article 46(1) of the Constitution of Kenya 2010 and violate Part VI of the provisions of the Act especially in regard to false or misleading representation and unconscionable conduct.

In view of the above, and in line with the Big Four Agenda on Affordable Housing, the Authority reviewed the Terms and Conditions (T&Cs) for Banks, specifically looking at disclosure of information in housing contracts (mortgages), with a view to establish compliance with the Act. The T&Cs for twenty-seven (27)

commercial banks were reviewed namely: Kenya Commercial Bank, National Bank, Equity Bank Kenya, Cooperative Bank, Standard Chartered Bank, ABSA Bank, Family Bank, Bank of Africa, Stanbic Bank, NIC Bank, Housing Finance, Consolidated Bank, ABC Bank, Diamond Trust Bank, DIB, Credit Bank, Habib Bank, I&M Bank, NCBA Bank, Prime Bank, Sidian Bank, Jamii Bora Bank, UBA Bank, Spire Bank, Mayfair Bank, Victoria Commercial Bank and Bank of Baroda.

From the reviewed T&Cs, twelve (12) Banks were found to be non-compliant with Section 56 of the Act on unconscionable conduct and consequently they were required to revise their T&Cs. As at 30th June, 2021 eleven (11) Banks had revised their Terms and Conditions and informed the Authority of the rollout while the remaining one (1) requested for an extension of time.

From the findings of the reviewed T&Cs, it was established that information provided to consumers was incomplete, unclear, and unfavorable. The Act stipulates that a consumer should be informed of all charges and fees payable prior to the same being imposed. Similarly, they should understand all the documents relating to the service they are obtaining.

CONSUMER RIGHTS VIOLATION REGARDING FALSE OR MISLEADING REPRESENTATION AND UNCONSCIONABLE CONDUCT

The Authority received a complaint from a consumer alleging that he took his car for repairs after an accident to Central Motor Services (CMS) which estimated the total costs of the repair at Ksh. 252,000.00 He paid Ksh. 130,000.00 as a down payment and later an additional Ksh.10,580.00 to facilitate purchase of extra spares. CMS offered to repair the car within three weeks (3), however, it took over three (3) months. Upon payments of the total costs of repair and collection of the car, he found that the repair service was defective. Several car parts, including the doors and steering rack, were not working properly. The complainant was forced to seek repair services from another garage at an additional cost of Ksh. 44, 800.00.

The Authority undertook investigations into the alleged conduct pursuant to Section 70(A) of the Act, as read together with Section 31, and sent a notice of investigations to CMS 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 sub-section 56 (2) (a), (d) and (e) of the Act.

CMS through their lawyers responded to the Authority's Notice of Investigation, questioning the Authority's mandate. Subsequently, CMS failed to respond to numerous communications by the Authority on various dates between 4th May and 29th July 2020, which was well beyond the timelines specified in the Notice.

The Authority, upon conclusion of the investigations sent a Notice of Proposed Decision to the accused party through their legal representatives. This Notice was also not responded to. The Authority having accorded the accused sufficient time to respond, in accordance with the rights provided under the provisions of the Constitution of Kenya, 2010 and the Fair Administrative Action Act, 2015 made a determination that:

a) The conduct by CMS had misrepresented to the complainant on their standard and quality of their services, which contravenes Section 55 (a) (ii) of the Act; and

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b) CMS conduct was in violation of Section 56 (1) of the Act, on unconscionable conduct, by abusing its higher bargaining power against the complainant, use of unfair tactics, forcing him to pay for additional charges for defective repair service from another provider, contrary to Section 56(2)(a) and (e) of the Act.

Pursuant to Section 36, the Authority imposed on CMS a financial penalty of Ksh. 30,738 guided by Rule 45 of the Competition (General) Rules, 2019 and Administrative Remedies Guidelines for Consumer Protection.

Additionally, the Authority required CMS to undertake to comply with the provisions of the Act, the Rules and the Consumer Protection Guidelines developed under the Act, desist from engaging in any activity or conduct that contravenes the Act and to develop measures they intend to put in place to ensure a non-recurrence of the offence.

Further, the Authority required CMS to refund the complainant an amount of Ksh. 44,800.00 for the additional cost of repairs paid to another provider.

CMS complied with the requirements of the Authority in 2021.

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THEME THREE: PLANNING, RESEARCH AND QUALITY ASSURANCE

One of the functions of the Authority, as provided for under Section 9 of the Act, is to undertake inquiries in various sectors of our national economy. This ensures that the Authority's decisions are supported by robust research. It is against this backdrop that the Authority conducted two market inquiries in the FY 2020/21. The inquiries were informed by emerging concerns in the business environment taking into account the COVID-19 pandemic, consumer protection concerns and expanding market access for SME's.

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

i. Market Inquiries

a. Digital Credit Market Study

The Authority, in collaboration with the Innovations for Poverty Action (IPA), conducted a market inquiry into the Digital Credit market in Kenya[5]. The main objective of this study was to identify and address potential consumer protection concerns in the regulated and unregulated digital credit markets. The specific objectives of the study were to:

i. Provide evidence regarding the size and nature of the digital credit market;
ii. Identify potential consumer protection risks and consumer outcomes within Kenya's digital credit sector;
iii. Increase transparency and comprehensiveness of product information and terms and conditions;
iv. Address probable fraud in digital financial services;
v. Improve consumer redress for digital credit products;
vi. Increase consumer control over personal information to expand choice and competition; and
vii. Inform the development of policies to ensure adequate consumer protection across regulated and unregulated lenders.

The study adopted a two-pronged approach entailing; on the demand-side, interviewing users of Digital Financial Services (DFS) across Kenya and on the supply-side, analyzing transactions and account-level data from regulated and unregulated digital credit providers. The key findings from the study are as summarized in Table 4 below:

[5] Government of Kenya Gazette Vol. CXXII February 21, 2020

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Table 4: Key findings of the Digital Credit Market study

Issue	Findings
The size and nature of the DFS and digital credit markets	• Fifty-four percent (54%) of the respondents have used digital credit. • Out of 54% users, it was noted that 91% of mobile loan users have used the three products affiliated with M-Pesa platform, i.e. M-Shwari, Fuliza, and KCB M-Pesa • Only 38% of mobile loan users have ever used any product besides these three. • M-Pesa platform was dominantly used for provision of digital loans.
Potential consumer protection risks within Kenya's digital credit sector	
i. Late or non-payment of loans	• 77% of mobile loan users reported not been able to repay a loan at least once. This mirrors the high incurrence of penalty fees for digital borrowers.
ii. Multiple borrowing	• 33% of mobile loan users reported they had multiple mobile loans. • There is multiple borrowing among men than female borrowers with 9.71% of men having more than one account as compared to 7.74% of women.
iii. Age group of individual borrowers	• Borrowers aged between aged 25-44 years held multiple accounts at 11.08% while adults aged 45-64 years recorded 8.01%.
Consumer Price Awareness	• The study revealed that recall of digital credit fees is lower than that of costs for mobile money. • 40% of borrowers recalling the cost of their last loan within plus or minus 5%. • Younger and educated consumers were more likely to report the correct mobile money fee than the older or less educated. • Pricing of digital loans was not an important factor to borrowers in choosing the lender. The two main considerations are speed of disbursement and ease of repayment. • 27% of digital borrowers were aware of the fees and costs of other digital loan providers in the market.
Price of Digital Credit in Kenya	• Price of digital credit is relatively high, with a mean Effective Annual Percentage Rate (APR) of 280.5% and median Effective APR of 96.5%. • The shorter the amount of time for the credit, the higher the Effective APR. • Pricing of digital loans was not an important factor to borrowers in choosing the lender.
Risk-Based Pricing	• Borrowers who have a good credit history will receive reductions in their price of credit.

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Issue	Findings
	• Risky marginal borrowers are able to receive higher priced credit, allowing them to enter the market and access credit. • Borrowers consistently repaying their loans receive lower cost on future loans, through discounted pricing.
Fraud in Digital Financial Services	• High prevalence of attempted fraud particularly by third-parties. • 82% of respondents reported receiving a call or SMS from an unknown person asking for money or sensitive personal information. • 77% of scammers asked consumers to send money for a variety of reasons including non-existence transactions. • Other requests included asking for a password or PIN (21%), personal information (19%), or account details (13%).
Consumer redress for digital credit	• Phishing scams were prevalent at 56%, incorrectly sending money at 35% to the wrong recipient. • On resolving consumer complaints, 86% of the consumers reported that the issues were resolved within a day or less, while 77% said they were successful in resolving their issue; an indication that consumer issues were resolved satisfactorily. • Respondents raised issues related to customer care, or challenges understanding the DFS product's interface or its terms and conditions.

The Policy recommendations from the study are:

i. Developing policies that will contribute to a more competitive digital credit ecosystem through standardizing channel access, product placement and revenue sharing on mobile money menus;
ii. Developing standards on structure and timing of applicable fees and penalties in digital credit to enhance consumer awareness;
iii. Developing pricing rules which ensure that positive repayment behavior by consumers translates into improved credit scores and terms, for instance through reduced charges for early repayment and subsequent loans; and
iv. Requiring digital lenders to provide periodic reports on the actual total charges paid by borrowers, including late payment and loan rollover charges. This reporting, which can be done on a quarterly basis, will ensure actual fees and charges are monitored.

These recommendations will be implemented in the FY 2021/2022 in collaboration with the relevant partners, including sector-specific regulators.

b. Leasing Sector Framework

In realizing the recommendations of the Leasing Sector study carried out in the FY 2018/2019, the Leasing Sector Policy Framework was developed to increase the uptake of leasing as an

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alternative means of financing to support the growth of the SMEs sector in line with the Government's Third Medium Term Plan (MTP III). The leasing sector framework aims to achieve the following objectives:

i. Ensure clarity in the definition, scope and constitution of the legal framework governing leasing sector;
ii. Ensure tax neutrality between leasing and other forms of asset finance;
iii. Increase the capacity of players in the Leasing sector to effectively carry out their roles;
iv. Raise awareness among potential users on the benefits of leasing;
v. Enable a greater participation of SMEs by facilitating the mitigation of credit risks associated with leasing; and
vi. Support private lessors and lessees that desire to form industry associations in order to promote the sector's growth, ethical conduct and enhance self-regulation.

The National Treasury and Planning constituted a Committee, in which the Authority is represented, with the key deliverable being finalization of the Leasing Framework.

c. Airline Sector Study

This study into the airline industry was carried out in collaboration with African Competition Forum (ACF) and the countries involved were; Kenya, Egypt, Nigeria, South Africa, The Gambia, Mauritius and Angola. While the study was completed in March 2020, the advent of COVID-19 introduced a new paradigm leading to the extension of the study to identify issues and provide recommendations relating to the pandemic and its effect on the aviation sector.

The main objective of the ACF cross-country study of the airline industry was to identify potential competition concerns in the airline industry with a view of ameliorating them. The specific objectives of the airline study were:

i. Mapping of the airline industry to appreciate the regional and international dynamics that are of primary relevance to the member country;
ii. To understand the market structure, alliances, state involvement and regulatory setting for the airline industry in the different ACF member countries;
iii. To understand the market structure, alliances and state involvement and regulatory setting on regional and international services that impact on continental trade and tourism;
iv. To get an understanding of the type of competition concerns that exist in respect of the airline industry in the different ACF member countries; and
v. To provide a platform for identifying regional and continental priorities in respect of the airline industry.

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The study's key findings were:

i. The international air passenger transport market is oligopolistic in nature;
ii. The regulatory regime of Kenya's aviation sector does not restrict competition in the industry as it does not discriminate in the licensing of aviation personnel and aviation operators;
iii. Kenya has made deliberate efforts to improve infrastructure for aerodromes to increase the air passenger capacity;
iv. The Kenyan market has free entry and exit in all the routes;
v. There is no dominant player in Kenya's domestic air passenger market;
vi. There are no price competition concerns in the routes analyzed except for some routes where there is no price competition among operators; and
vii. Growth of low cost carriers (LCCs) beyond the domestic market is key to open up the regional and continental markets.

From the foregoing, the study's recommendations were:

i. Review the existing bilateral arrangements in order to ensure consistency with the Yamoussoukro Decision framework;
ii. Encourage partnerships mergers and consortium within the African airspace;
iii. Collaboration with Aviation Authorities to assess price competition concerns; and
iv. Improvement of airport infrastructure to increase the airport capacity, as it is a determinant of landing and takeoff slots.

On the effect of the COVID-19 to the Kenyan economy, the study notes that total passenger transport, international passenger travel and domestic travel declined by 66%, 69% and 62% respectively, between January and September 2020. This decline was attributed to the drastic measures put in place by countries that halted air passenger travel to curb the spread of the coronavirus. The relaxation of the COVID-19 measures in favour of travelling in strict observance of the COVID-19 protocols such as digital screening of passengers, markings and announcements which ensured sanitation of check-in and immigration stations and use of antimicrobial, was a shot in the arm for domestic and international travellers.

There was an improvement in passenger travel following the opening up of international skies from 1st of August 2020. Kenya published a list of nineteen (19) countries that were exempt from mandatory quarantine. To attract tourists, Kenya was awarded the World Travel and Tourism Council Safe Travel Stamp in recognition of the country's adoption of the global health and hygiene standardized protocols dubbed 'Safe Travels' in the wake of the COVID-19 pandemic.

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The areas of focus in the intervention are shown in Table 5 below;

Table 5: Authority's areas of focus and interventions

No.	Focus area	Intervention
1.	Agency preparedness	• The Authority is currently developing Post-COVID-19 Economic Recovery Block Exemptions Guidelines (PCBEG) pursuant to Section 30(2) of the Act • These Guidelines define forms of cooperation that will benefit consumers in the Post-COVID-19 economic recovery context. Further, the PCBEG are geared towards supporting the Government agenda of spurring the economic recovery and ensuring continued accessibility and availability of goods and services to consumers by adaptation of competition enforcement to the challenges occasioned by COVID-19
2.	Effects on regional integration in the EAC	Collaboration and coordination amongst EAC and National institutions in the implementation of the EAC COVID-19 response plan
3.	Consumer protection	Promote consumer rights and address consumer complaints among the stakeholders in the aviation sector

ii. Partnerships and Networks

In order to strengthen partnerships, create networks and deepen integration regionally and internationally, the Authority collaborated with agencies and other institutions on information exchange and sharing of experiences on competition, buyer power and consumer protection matters. The key highlights were:

a. Public Procurement and Regulatory Authority

As part of actualizing the Memorandum of Understanding between the Authority and the Public Procurement and Regulatory Authority (PPRA), a joint sensitization was conducted with the aim of promoting procedural cooperation and coordination when addressing collusive tendering in the Public sector. Staff from the two agencies were sensitized on the key provisons of the Competition Act and the Public Procurement and Disposal Act, including red flags that point to bid rigging, impact on competition, accessibility and affordability of goods and services for Kenyan consumers.

b. Energy and Petroleum Regulatory Authority

In the year under review, the Authority and the Energy and Petroleum Regulatory Authority (EPRA) jointly sensitized staff from both agencies on the Competition Act and Energy Act as part of implementing the existing MoU. The collaborative framework seeks to promote information

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sharing, joint investigations and expedited decision-making on competition and consumer protection matters in the energy sector. The sensitization covered the following key areas:

- Overview of the Competition Act, the Energy Act 2019 and the MoU;
- Structure of the energy and petroleum markets;
- Key competition and consumer protection issues; and
- Surveillance, enforcement and Restrictive Trade Practices (RTPs).

Additionally, the Authority sensitized stakeholders from the renewable energy sector on the Authority's mandate of promoting and safeguarding competition and protecting consumers from unfair and misleading market conduct. The stakeholders were also apprised on the Authority's consumer complaints handling system.

c. Competition Commission of South Africa

The Authority and the Competition Commission of South Africa (CCSA) conducted joint sensitization on sanctioning of Abuse of Buyer Power in their respective jurisdictions, enforcement challenges and key learnings from cases handled by both agencies.The two agencies benefitted from sharing experiences on buyer power enforcement.

d. United States Department of Justice

During the period under review, the Authority engaged the Department of Justice (DoJ) in a capacity building workshop to sensitize the Authority's staff on regulations mergers in the digital economy. DoJ is a federal executive department of the United States government tasked with the enforcement of federal law and administration of justice. The capacity building focused on merger simulations, killer acquisitions and network effects. The capacity building was geared towards expanding the Authority's enforcement frontier in the digital space to ensure consistency, reliability, predictability and conforms to international best practices.

iii. Adoption of International Best Practices

The Authority participated in international conferences aimed at sharing information and experiences, learning and adopting international best practices on competition and consumer protection law and policy enforcement. Some of the conferences were:

a. International Competition Network (ICN) Cartel Conference

During the year under review, the Authority participated in the ICN cartel conference whose objective was to share experience on how agencies conduct investigations. The ICN brings together global competition agencies and focuses on inculcating best practices in enforcement of competition law and policy. The focus areas of the conference were the modalities of hearings, interviews and leniency applications. The discussions centered on the operations of traditional investigation and evidence collection methods such as search and seizure,

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authentication of evidentiary information in the new era of remote working, and cybersecurity threats to digital systems.

b. ACF Merger Workshop

The workshop's theme was "*The assessment of digital mergers in developing markets.* The participants shared knowledge, skills and information on the assessment of digital mergers in the developing markets. The Authority shared experiences on the acquisition of Century (a deposit-taking microfinance) by Branch (Mobile based Microfinance). This transaction involved a traditional lending entity and an undertaking in the digital lending platform. The parties were required to make a full filing based on some public interest concerns that were likely to affect competition post-merger; data access, processing, and aggregation and employment. The Authority opined that a critical look at the access, aggregation, and processing of data as well as the public interest issues should always be paramount when analyzing digital mergers.

c. African Dialogue on Consumer Protection

The Authority presented its position at the African Dialogue on Consumer Protection, under the theme, "*Protecting Consumers from Coronavirus Scams and Misinformation.*" The participants were drawn from 10 African countries. The Authority shared its intervention regarding consumer issues relating to COVID-19 pandemic and underscored the need for collaboration and information sharing amongst regulators to foster consumer protection in the digital age.

iv. Stakeholder Engagement

a. Competition and Consumer Protection Forums with County Governments

The Authority in collaboration with PPRA sensitized County officials, during the year under review, on the key provisions of the Act, 2010 and Public Procurement and Asset Disposal Act, 2015. These engagements were pursuant to the MoU signed between the two State agencies to address competition concerns in public procurement and promoting a competitive, efficient and economically sustainable public procurement sector.

The advocacy forums took place in six (6) counties namely: Lamu, Marsabit, Mandera, Wajir, Busia and Elgeyo Marakwet. The County officials were sensitized on the mandates of the two regulators as well as Regulatory Impact Assessment framework. Additionally, they were sensitized on the Competition (General) Rules, 2019; Mergers & Acquisitions, Abuse of Buyer Power, Restrictive Trade Practices, Consumer Protection and Public Procurement & Disposal.

b. Annual Capacity Building Workshop on Competition Law and Policy

In the year under review, the Authority held its 7th Annual Capacity Building Workshop on Competition Law and Policy focusing on competition law and policy for economic regulation.

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Participants were enlightened on regulation of Abuse of Buyer Power, merger analysis in regulated sectors, emergence of consumer agreements and their impact on consumer protection, strategic alliances and competition policy, and anti-competitive conduct in times of crisis. The workshop's objective was to equip stakeholders with requisite knowledge in competition law and policy.

The participants were drawn from a cross section of the Authority's stakeholders including sector regulators, the legal fraternity, government agencies, and corporates, among others. A total of six hundred and sixty five (665) stakeholders were trained. Despite the challenges posed by COVID-19 pandemic, the workshop achieved its objective of imparting practical knowledge and skills by integrating both theoretical and practical aspects that included moot cases to assist stakeholders understand how the Authority arrives at its decisions.

c. Annual Symposium on Competition Law and Policy

The Authority held its 7th Annual Symposium on Competition Law and Policy under the theme: *"Competition Policy in times of Crisis."* The symposium brought together stakeholders with the objective of deepening their understanding of competition enforcement mechanisms. The theme was informed by the challenges faced by competition agencies during enforcement, occasioned by the pandemic. The Symposium was attended by over three hundred (300) stakeholders representing government agencies, private sector, consumer organizations, law firms, corporates, and development agencies, among others.

The keynote address was delivered by Ms. Teresa Moreira, head of Competition and Consumer Protection Unit at UNCTAD. Ms. Moreira noted that the COVID-19 pandemic has disrupted markets and consumer behaviour globally and emphasized the need for more collaboration between agancies to foster information sharing on anti-competitive practices and cross-border enforcement initiatives. The key topics discussed at the symposium were: necessity of buyer power regulation; responsible manufacturing for consumer benefits; and adaptive consumer complaints mechanisms and competition law enforcement in the next decade.

During the symposium, the Authority commited to publishing the Retail Sector Code of Conduct and developing contract templates for SMEs, Joint Venture Guidelines and Post COVID-19 Block Exemption Guidelines. These commitments have been achieved.

d. World Competition Day 2020

The World Competition Day (WCD) commemorates the General Assembly's adoption of the United Nations Set of Multilaterally Agreed Equitable Principles and Rules for the Control of Restrictive Business Practices on 5th December 1980.

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The day is set aside to allow for enhanced discussion and disseminating information to consumers regarding the benefits of effective competition, including cheaper pricing of goods and services, more choice and variety, and access to innovative products and services.

In light of the COVID-19 pandemic that the World is facing, the theme of this year was chosen in order to highlight the centrality of competition law enforcement in ensuring the physical accessibility and affordability of medication and medical technologies.

To commemorate the event, the Authority hosted a half-day virtual sensitization webinar to stakeholders in the health sector about its mandate and efforts to promote competition and consumer protection and deter abuse of buyer power in the healthcare sector.

The participants from the health sector were drawn from Association of Kenya Insurers (AKI), Christian Health Association of Kenya (CHAK), Kenya Medical Association (KAM), Kenya Healthcare Federation (KHF), Kenya Association of Private Hospitals (KAPH), Kenya Association of Pharmaceutical Industry (KAPI), among others.

Further to the Webinar, the Authority held three radio interviews where we educated the public about our interventions in the healthcare sector which are aimed at enhancing access to healthcare. The Authority's staff also sensitized the general public about the Authority's mandate, with a focus on the consumer protection, including the complaints handling process.

e. The World Consumer Rights Day (WCRD)

This is an annual event marked on 15th March that aims at promoting, protecting and creating awareness on the rights of consumers globally. The theme of the event was, "Tackle Plastic Pollution" raising awareness and engaging consumers globally to adopt and promote sustainable practices. Consumers were encouraged to be responsible as they make choices of goods and services to meet their needs while ensuring that they do not harm the environment as per the Sustainable Development Goal 12 on ensuring sustainable consumption and production patterns. Consumers across the counties were sensitized on their rights and responsibilities, remedies available to consumers under the Competition Act and how to lodge a consumer complaint with the Authority.

v. Sensitization / Training of Stakeholders

During the period under review, the Authority sensitized various stakeholders on its mandate, as summarized in Table 6 below;

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Table 6: Stakeholders sensitized during the FY 2020/2021

Event	Stakeholders	Objective/Key Message	Outcomes
Kenya National Chamber of Commerce (KNCCCI) Capacity Building Workshop	• Small and Medium Sized Enterprises • Chamber Members • Area business Community	Promoting public knowledge, awareness and understanding of the Act, specifically on Abuse of Buyer Power provisions.	Increase awareness on the Act and the Buyer Power provisions.
Mombasa Law Society Sensitization	• Members of the Mombasa Law Society • Representative from Law Firms • Representative from the University of Nairobi • Representative from the office of the Attorney General – Mombasa	Promoting public knowledge, awareness and understanding of the Act, and Buyer Power provisions and amandments to the Act.	Increase awareness on the Act and the Buyer Power provisions
Small Medium Enterprises (SMEs).	SMEs	Promoting public knowledge, awareness and understanding of the Act, and Buyer Power provisions and amandments to the Act.	Increase awareness on the Act and the Buyer Power provisions
Association of Kenya Insurers (AKI)	Members of the Association of Kenya Insurers	Promoting public knowledge, awareness and understanding of the Act, and Buyer Power provisions and amandments to the Act.	Increase awareness on the Act and the Buyer Power provisions
CAK/KEBS Joint Retailers Sensitization	Retailers	Promoting public knowledge, awareness and understanding of the Act, and Buyer Power provisions and amandments to the Act.	Increase awareness on the Act and the Buyer Power provisions
Cereal Millers Association Sensitization	Members of the Cereal Millers Association	Promoting public knowledge, awareness and understanding of the Act, and Buyer Power	Increase awareness on the Act and the Buyer Power provisions

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Event	Stakeholders	Objective/Key Message	Outcomes
		provisions and amandments to the Act.	
National Assessors Association and Motor Assessors Association of Kenya Sensitization.	Members of the National Association of Kenya Insurers, Members of the Motor Assessors Association of Kenya; Investigators; Assessors	Promoting public knowledge, awareness and understanding of the Act and the Buyer Power provisions, including understanding of the elements of the sector template contract under Section 24A(7) of the Act.	Increase awareness on the Act and the Buyer Power provisions.
Wananchi Group Limited	Senior Management and staff	Consumer protection provisions of the Act, specifically the need to enhance the rights of consumers as provided for in Article 46 of the Constitution	Promote public knowledge, awareness, and understanding of the obligations, consumer rights and remedies under the Act
Sensitization to Businesses	Additionally, during the period under review, the Authority also sensitized other corporates such as; Uzuri Foods, Uchumi Supermarkets, Tusker Mattresses, Broadways Bakery Ltd, Kenblest Ltd, Kenafric Bakery, Mjengo Ltd and Kilimall International	Consumer protection as provided for both in the Act and the Constitution.	Promote public knowledge, awareness, and understanding of the obligations, consumer rights and remedies under the Act
CAK Webinar on Competition Law, Buyer Power and Consumer Protection	• Legal Professionals • Trade Associations • Sector Regulators • Competition Agencies Academia	Promoting public knowledge, awareness and understanding of the Competition (General) Rules, 2019	Increased awareness on Competition (General) Rules, 2019

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Event	Stakeholders	Objective/Key Message	Outcomes
Journalists' Sensitization Workshop	Media practitioners	Authority's mandate, specifically with regard to Mergers & Acquisitions, Enforcement and Compliance and Consumer Protection	Provide journalists with relevant and timely information to enhance the reportage regarding the Authority's mandate and activities

vi. Awards / Honours / Recognitions

a. Financial Reporting (FiRe) Award

The Authority, for the fourth time in a row, won the Financial Reporting (FiRe) Award under the Public Sector Accounting Category. This was under the International Public Sector Accounting Standards (IPSAS) accrual category. 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 goes to underscore the Authority's consistent governance practices not only in financial reporting but also in seeking to be accountable to the public in its execution of its mandate of promoting and safeguarding competition and protecting consumers from unfair and misleading market conduct.

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THEME FOUR: VISIBILITY AND CORPORATE IMAGE

The Authority rolled out initiatives aimed at creating awareness about its role and functions and improving the organization's corporate image. The Authority's staff appeared on various traditional media platforms where they articulated various matters concerning enforcement of competition law and policy, abuse of buyer power and consumer protection. The highlights of our interventions are provided below;

a. The Authority published two (2) Newsletters during the year under review. The publications are aimed at apprising stakeholders about the Authority's activities and short-term plans, while detailing how our interventions seek to enhance service delivery. The publications, separately themed *Anti-Cartel Enforcement through Informant Reward Scheme* and *Expanding Enforcement Frontiers*, were distributed to stakeholders via various platforms, including Social Media, Email and the Website;

b. In furtherance of ongoing efforts to enhance engagement with stakeholders through social media platforms, the Authority organized two Twitter Chats during the year under review. These are pre-scheduled virtual conversations undertaken through regular tweets and paired with a hashtag (#EngageCAK), allowing audiences to participate and follow the engagement and make future reference to it. The Authority's inaugural Twitter Chat was held on 18th December 2020, under the theme: *Competition Law Enforcement & Consumer Protection.* On June 3, 2021, the Authority held its second Twitter Chat under the theme: *Safeguarding Supply Chains by deterring Abuse of Buyer Power;*

c. Further, in order to offer maximum support to stakeholders' in utilization of the E-Filing Portal, the Authority developed six (6) step-by-step audio-visual filing instructions to guide stakeholders lodging applications. These instructions, which incorporate sign language in order to cater to PWDs, augment E-Filing manuals that have been developed for each E-Filing process and published on the Authority's Website;

d. The Authority also translated its Citizens' Service Delivery Charter into a digitally accessible format through a combination of visuals, voice as well as sign language interpretation. The digital format of the Service Charters are easy to distribute and display through various platforms. The Charters are available in English and Swahili; and

e. Other awareness creation initiatives conducted by the Authority include publishing determinations, blogs, development of theatrical skits, production and dissemination of IEC materials such as brochures, and production of informative and topical videos.

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THEME FIVE: ORGANIZATION SUSTAINABILITY

a. Information and Communication Technology

Following the successful implementation of the Case Management System in July 2019, the Authority went permanently paperless on 1st September 2020. The Public Portal facilitates our stakeholders to file their applications remotely and efficiently. These include filing of mergers and exemption applications as well as register restrictive trade practices (including abuse of dominance), Abuse of Buyer Power and Consumer Protection complaints.

The Authority has also extracted operational efficiencies from the E-Filing System, including a reduction in case processing timelines as well as reducing printing and electricity costs. The automation has reduced the case handling turnaround time due to eliminated physical movement of files and officers can work from any geographical location. Additionally, the Portal has facilitated real-time tracking of matters lodged with the Authority.

The System is at the core of the Authority's successful Home Based Deployment occasioned by the Government's protocols to curtail the spread of COVID-19 among the working force. Insallation of a PABX Telephone System has augmented this dispensation by facilitating stakeholder calls to be routed to staff members' personal mobile phones, allowing for unconstrained client service. One of the key features of the new PABX system is video conferencing capability.

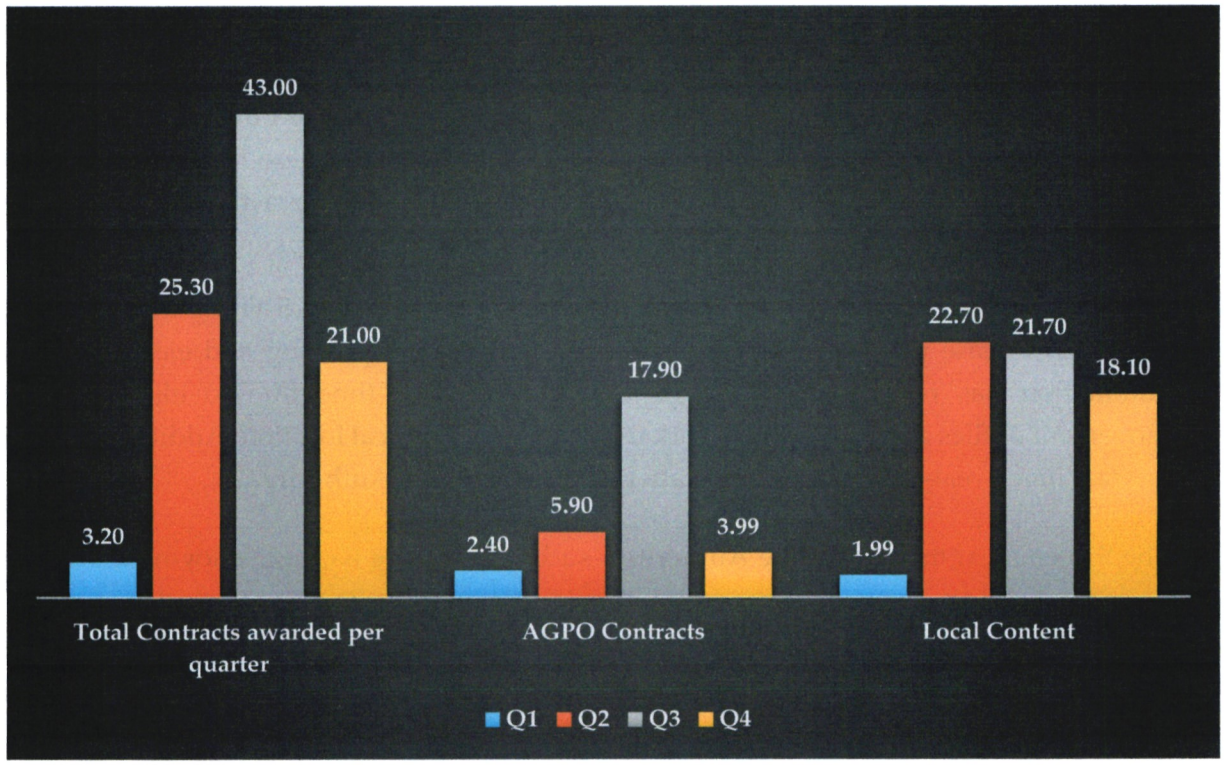
To enhance Confidentiality, Integrity and Availability of information handled, the Authority enhanced its anti-virus, anti-spam and firewall solutions. Additionally, the Authority continuously sensitize its staff on eminent cyber threats in order to eliminate or reduce human error that may lead to cyber-attacks.

b. Supply Chain Management

During the year under review, the Authority sustained its efficient procurement processes in acquisition of goods, works and services. The Authority ensured that the Access to Government Procurement Opportunities (AGPO) was maintained above the minimum 30% threshold as prescribed in the PPDA, 2015 & Regulations, 2020. The Authority awarded 32.6% of its total procurement spend on tenders submitted to the disadvantaged groups (Youth, Women & PWD's) through the AGPO and 69.7% to the local content.

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Figure 9: Contracts Awarded to AGPO and Local Content against Total Procurement Expenditure

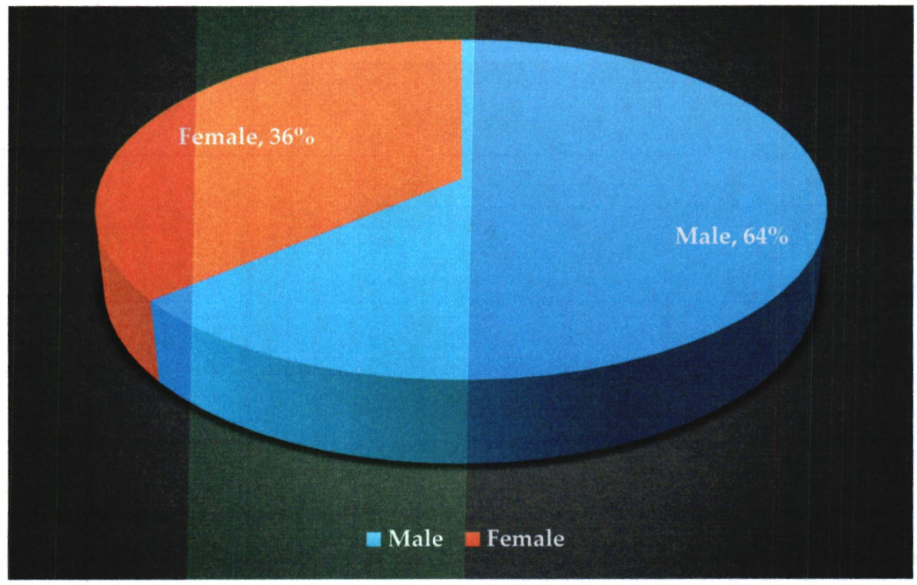


c. Human Capital

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

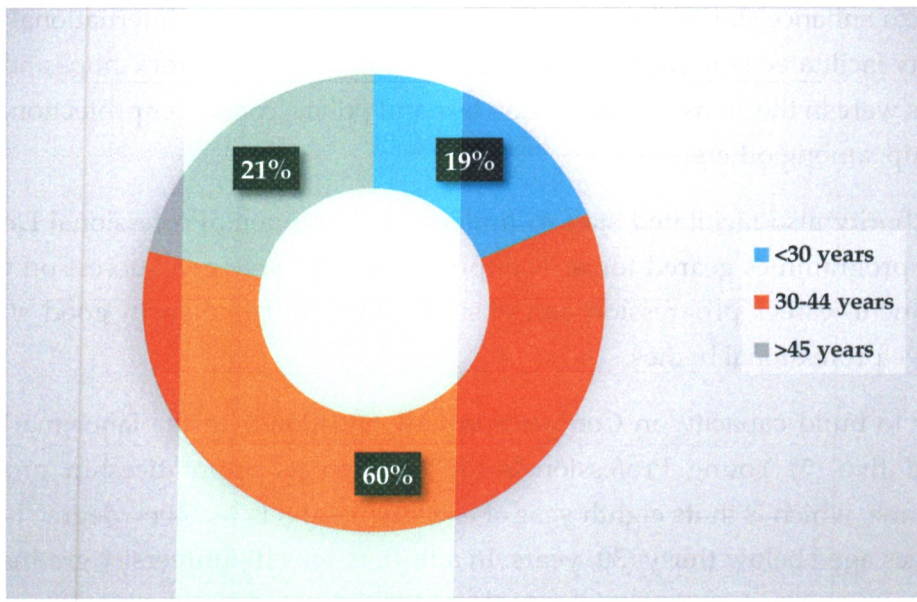
During the year under review, the Authority competitively filled three (3) positions. The current staff composition is comprised of forty-nine (48) male and twenty-eight (27) female employees, thereby complying with the constitutional gender balance requirement of two thirds (2/3) as depicted in the figure below;

Figure 10: Staff Gender Representation



The current age group and skills set supports the Authority's succession management planning.

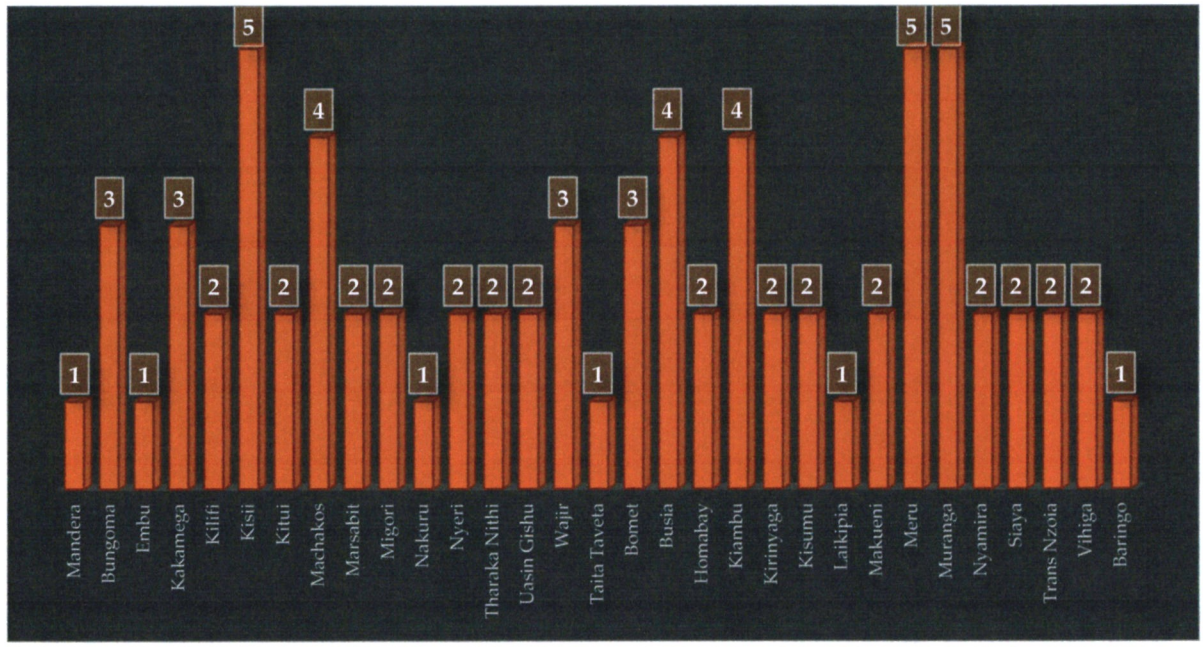
Figure 11: Staff by Age Category



Additionally, the staff composition complied with the Constitutional requirement on regional diversity as shown in the figure below;

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Figure 12: Staff Representation by County



In order to enhance staff skills, knowledge and entrenchment of international best practices, the Authority facilitated staff members to attend various trainings, workshops and conferences. The trainings were in the areas of competition law and policy, consumer protection, management and leadership, among others.

The Authority also facilitated staff to undertake Continuous Professional Development (CPD) training programmes geared towards improved service delivery, succession planning, effective management, career progression and ensuring that staff remain in good standing with their respective professional bodies.

In order to build capacity on Competition Law and Policy in the labor market, the Authority recruited five (5) Young Professionals (YP) to join its apprenticeship programme. The YP programme, which is in its eighth year of execution, targets Masters' degree holders in Law and Economics aged below thirty (30) years. In addition, ten (10) university graduates were engaged as interns in various functions of the Authority to gain on-the-job experience.

d. Standing Committee Activities

In compliance with statutory requirements and enhancing the welfare of internal and external stakeholders, the Authority continues to implement workplace policies championed by various committees as follows:

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S/No.	Committee	Objective	Achievement
1.	HIV & AIDS	To mainstream HIV & AIDS by creating awareness to members and stakeholders	• Organized a Wellness Day to sensitize staff and their families on HIV and AIDS and non-communicable diseases; • Regular sensitization of staff on voluntary counselling and testing on HIV and AIDS; • Distributed: o over 500 condoms to staff; o over 1,000 condoms to residents of Kisumu, and Mombasa counties during the commemoration of World Consumer Rights Day on 15th March 2021; o Over 720 condoms to residents of Busia and Elgeyo Marakwet during the county sensitization forums in February 2021 • Sensitized external stakeholders on HIV and AIDS as well as the benefits of safe sex as required by MAISHA 2 program of the National Aids Control Council guidelines.
2.	Environmental Conservation and Sustainability	To ensure and enhance environmental conservation and sustainability	• Planted 2,000 indigenous trees at Lusigetti Level Four Hospital, Kiambu County, in collaboration with Kenya Forestry Research Institute (KEFRI) and Muguga Ecosystem Research Community Forest Association; • Participated in a mass tree planting exercise at Garissa University, Garissa County, on World Environmental Day on 5th June, 2021; and • Continuous staff sensitization to promote a culture of reducing, reusing, and recycling of waste.
3.	Gender Mainstreaming	To promote National Cohesion, values and principles of Governance in the Authority and to the general public	• Upgraded and equipped the mothers' nursing room; • Reviewed the Authority's Gender Mainstreaming Policy; • Continuously engaged the Management on modalities of enhancing gender mainstreaming in the workplace; and

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S/No.	Committee	Objective	Achievement
			• Trained staff and Committee members on Gender Mainstreaming and the importance of a more inclusive workplace.
4.	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 was among the top ten (10) institutions in the compliance index in a report by Public Service Commission released in December, 2020 titled "*Status of the Public Service Compliance with the Values and Principles in Articles 10 and 232 of the Constitution for the FY 2019/2020*" • Scored 100% in the National Cohesion and Values indicator of the FY 2020/21; • The Authority appeared fourteen (14) times in the 2020 Annual President's Report for implementing five (5) commitments in the 2019 Annual President's Report; and • Continuous sensitization of staff as a way of promoting national cohesion, national values and principles of governance among staff members.
5.	Disability Mainstreaming	To mainstream disability in the work-place and ensure accessibility and inclusivity; Promoting inclusion of Persons Living with Disability (PWDs), for both members of and external stakeholders	• Developed audio visual service charters and online filing video tutorials incorporating sign language; and • Sensitized staff members on disability mainstreaming issues; • Ensured Authority's public procurement tender opportunities were awarded to special category groups where: 8% were awarded to PWDs, 44% to Youth and 48% to Women.
6.	Road Safety	Mainstreaming Road Safety issues within the Authority in line with NTSA	• Constituted the Road Safety Mainstreaming Committee and developed the Road Safety Mainstreaming Policy; • Sensitized motorcycle riders and pedestrians in Nairobi about road safety measures, traffic laws and regulations; • The Authority issued motorcycle riders with branded reflector jackets; and

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S/No.	Committee	Objective	Achievement
			• Participated in the Global Road Safety Week commemoration from 17th to 23rd May 2021 by advocating for maximum road travel speeds of 30 km/h in locations where people walk, live, and play and interact with vehicles in a frequent and planned manner.
7.	Alcohol and Drug Abuse Control Committee	The committee is responsible for sensitization on control of alcohol and drug abuse	• Conducted a Baseline Survey on alcohol, drug and substance abuse within the Authority and disseminated the findings to members of staff; • Reviewed the ADA Policy to harmonize it with the NACADA guidelines and the findings and recommendations from the Baseline Survey; and • Sensitization of staff and their family members on alcohol, drug and substance abuse.

e. Resolution of Public Complaints

The Authority submits quarterly reports to the Commission on Administrative Justice (CAJ) detailing resolution of service delivery complaints, adherence to the commitments of the Authority's Citizens' Service Charter, and processing of Access to Information requests, among others. Every Financial Year, the Commission issues a certificate to all public entities and scores them based on the aforementioned criteria which, cumulatively, promote efficient service delivery to Kenyans.

Below are the Authority's scores over the past eight (8) years;

Table 7: CAK's Annual Scores for Resolution of Public Complaints

FINANCIAL YEAR	SCORE (%)
2013/2014	92
2014/2015	95
2015/2016	96
2016/2017	101
2017/2018	100
2018/2019	101
2019/2020	100
2020/2021	100

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f. Quality Management System, Enterprise Risk Management and Business Continuity Management

i. Quality Management System (QMS): The Authority has maintained its Quality Management System anchored on the requirements of the ISO 9001:2015 International Standard. Through implementation of the QMS requirements, the Authority has enhanced efficiency and effectiveness of its operations while focusing on continual improvement of its processes for enhanced customer satisfaction.

ii. Enterprise Risk Management (ERM): The Authority has committed to a process of Enterprise Risk Management (ERM) aligned to the principles of best practice, corporate governance and ERM standards. The realization of the strategic objectives depends on the Authority's ability to manage risks in a manner that does not jeopardize its operations. Sound risk assessment enables the Authority to anticipate and respond to changes in our organizational environment and make informed decisions under conditions of uncertainty.

The Authority is committed to ensuring risk management is embedded within its operations and that all staff members remain accountable through adoption of a risk culture. Implementation of ERM at the Authority ensures consistency in decision- making so as to achieve strategic objectives.

iii. **Business Continuity Management (BCM):** The overall objective of the BCM is to ensure the safety of internal and external stakeholders, continuity of the Authority's processes and technological operations in the event of a crisis or disruptive incidents. The Authority's BCM focuses on maintaining and improving business processes by taking preventive and corrective actions which are informed by regular Management reviews.

To ensure compliance with the documented risk mitigation measures, established internal controls and that a robust BCM is maintained, the Authority conducted assurance reviews and audits in all the areas of operation. During the reporting period, no adverse findings were noted which is indicative of the Authority's commitment to ensure quality service delivery to its stakeholders.

g. Environmental and Sustainability Reporting

During the period under review, the Authority engaged in the following environmental and sustainability initiatives;

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i. **Corporate Social Responsibility** - The Authority undertakes Corporate Social Responsibility (CSR) activities with the aim of enhancing its relationship with stakeholders and the community. During the year under review, the Authority conducted the following CSR activities;

a. Planting of Trees - The Authority planted 2,000 trees at Lusigetti Level 4 Hospital in Kiambu County. The exercise was conducted in collaboration with the Kenya Forest Research Institute, Muguga Ecosystem Research Community Forest Association, the Lusigetti Hospital, and members of the community. Additionally, the Authority participated in a mass tree-planting exercise on World Environment Day in Garissa County. The event was held on June 5, 2021 and was spearheaded by the National Environment Management Authority (NEMA). Over the past five (5) years, the Authority has planted over 5,500 trees in six (6) counties; including Nakuru, Tharaka-Nithi, Kilifi, Nairobi, Garissa and Kiambu;

b. Donation of Desktop Computers, Office Chairs and Telephone Sets - The Authority donated twenty five (25) desktop computers, thirteen (13) office chairs and fifty-two (52) telephone headsets, one (1) PABX system to five (5) secondary schools in Nairobi. The beneficiaries were; Kasarini Secondary School, Baba Dogo Secondary School, Dagoretti Mixed Secondary School, Dandora Secondary School and Shauri Moyo Secondary School. In addition, the Authority furnished the students with various reading resources such as Annual Reports, Competition Act, Brochures, and sensitized them about the Authority's mandate;

c. Supporting Institutions taking Care of Children & Elderly Persons - The Authority supported two homes for children and elderly persons with food material and key necessities which will improve their quality of life, especially in the prevailing circumstances occasioned by the pandemic. One of the beneficiaries, PCEA Thogoto Old People's Home, is based in Kikuyu, Kiambu and caters to fifty (50) elderly persons who are all over 60 years old. Smile Community Centre based in Embakasi, Nairobi takes care of thirty (30) in-house dependents aged between 5 months and 17 years. A majority of them are teenagers. Some of the support given to the two institutions were; groceries, toiletries and stationery.

ii. **Continued to implement staff retention and motivation initiatives**, including; Providing car loan and staff mortgage facility at subsidized interest rates; Recognition of outstanding performance by staff; Capacity-building initiatives to ensure that the Authority had the

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requisite competencies to achieve its mandate; and Provision of a comprehensive in-patient and outpatient medical scheme.

iii. **Automation** – Over 70% savings with regard to stationery, and other related overhead costs, occassined by the use of digital systems. The turnaround times have been reduced, thus improving the service delivery to the citizens.

iv. **E-waste Management** - To reduce the harmful impact of e-waste on the environment, the Authority disposed various obsolete ICT equipment through waste disposal handlers licensed by the National Environmental Management Authority (NEMA).

v. **Implementation of the ERM and BCM Frameworks** – In order to ensure continuity of the organization, the ERM and BCM frameworks have been operationalized with the key objective of continual improvement. The Authority conducted various capacity building forums for staff to enhance their skills and techniques used in risk assessment. BCM has enhanced the Authority's resilience and ability to respond and recover from both unanticipated and anticipated business interruptions. The BCM program's effectiveness analysis provides a feedback loop to the overall ERM program, subsequently providing assurance that the Authoritys resilience and efforts to recover will reduce the overall impact of business interruption risk.

vi. **Development of Succession Management Policy** – In order to ensure continuity of the organization and its business, the Authority has developed a Succession Management Policy geared towards filling key positions as once they fall vacant. This will reduce disruption in service delivery.

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REPORT OF THE DIRECTORS

The Directors submit their report together with the audited financial statements for the year ended June 30, 2021, 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, 2021, are set out on page 92.

iii) Directors

The members of the Board of Directors who served during the year are shown on page 12-15. There were no changes to the composition of the Board during the year.

iv) Surplus remission

In accordance with Regulation 219 (2) of the Public Financial Management (National Government) Regulations, the Authority is required to remit into the Consolidated Fund, ninety per centum 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 2019/20 Ksh4, 080,013)** to the Consolidated Fund due to a defiit 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

Amenya Omari **Signature** **Date**
Corporation Secretary/Secretary to the Board

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STATEMENT OF DIRECTORS' RESPONSIBILITIES

Section 81 of the Public Finance Management 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, 2021. 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, 2021, 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 5th August, 2021 and signed on its behalf by

Amb. Nelson Ndirangu
Board Chairman

Wang'ombe Kariuki
Director General

REPUBLIC OF KENYA

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

OFFICE OF THE AUDITOR-GENERAL
Enhancing Accountability

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, 2021

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, gazetted 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 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 90 to 125, which comprise the statement of financial position as at

30 June, 2021, 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, 2021, 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 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 consolidated 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 control 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 control, 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 financial reporting process, reviewing the effectiveness of how the Authority 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 control 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

28 October, 2021

STATEMENT OF FINANCIAL PERFORMANCE FOR THE YEAR ENDED 30 JUNE 2021

	Note	2020/2021 Kshs.	2019/2020 Kshs.
Revenue			
Revenue from Non-Exchange Transactions			
Government Transfers	5b	252,444,969	312,244,313
Development Partners	5a	8,000,000	10,000,000
Fines and Penalties	4	59,402,219	44,415,812
		319,847,188	**366,660,124**
Revenue from Exchange Transactions			
Merger Filing Fees-Local	4	40,000,000	49,000,000
Merger Filing Fees-COMESA	4	51,234,676	82,300,619
Interest from Fixed Deposits	6	18,811,001	3,552,964
Other Income	7	-	3,136,929
		110,045,678	**137,990,511**
Total Revenue		**429,892,865**	**504,650,635**
Expenses			
Employee Costs	8	265,881,252	247,335,877
Remuneration of Directors	11	10,081,722	7,127,298
Depreciation & Amortisation Expense	9	27,504,527	32,588,634
Policy, Risk, Competition & Consumer Protection Expenses	15	53,573,384	56,179,193
Repairs & Maintenance	10	14,324,546	11,961,826
Contracted Services	12	8,423,588	9,699,797
Use of Goods & Services	16	75,093,582	97,991,032
Finance Costs	13	405,363	427,686
Total Expenses		**455,287,963**	**463,311,343**
Other Gains(Losses)			
Loss on Disposal of Assets	14	(762,986)	(539,162)
Surplus (Deficit) for the year		(26,158,083)	40,800,130
Remission to National Treasury	36	-	36,720,117
Net Surplus (Deficit) for the Year		**(26,158,083)**	**4,080,013**

The notes set out on pages 98 to 124 form an integral part of these Financial Statements

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The financial statements set out on pages 90 to 97 were signed on its behalf of the Board Directors on 5th, August 2021 and by:

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

STATEMENT OF FINANCIAL POSITION AS AT 30 JUNE 2021

	Note	2020/2021 Kshs	2019/2020 Kshs
Assets			
Current Assets			
Cash and Cash Equivalents	18	139,137,939	172,270,126
Receivables & Prepayments	20	169,557,824	74,377,665
Inventories	17	4,202,051	5,302,795
Total Current Assets		**312,897,814**	**251,950,586**
Non-Current Assets			
Securities & Deposits	19	271,155,823	357,812,398
Computer Softwares	21	46,417,005	59,499,977
Property, Plant & Equipment	23	43,909,252	48,211,750
Total Non-Current Assets		**361,482,080**	**465,524,125**
Total Assets		**674,379,895**	**717,474,712**
Liabilities			
Current Liabilities			
Payables & Accruals	24	18,380,866	70,821,301
Provisions	25	6,357,300	6,057,767
Current Deferred Capital Grant	26	5,867,648	4,505,388
Total Current Liabilities		**30,605,814**	**81,384,455**
Non-Current Liabilities			
Employee Benefit Obligation	22	49,757,489	30,778,712
Non Current Deferred Capital Grant	26	65,118,070	44,350,300
Total Non-Current Liabilities		**114,875,559**	**75,129,012**
Total Liabilities		**145,481,374**	**156,513,467**
Net Assets		**528,898,523**	**560,961,246**
Equity Contribution by the Treasury	27	53,381,820	53,381,820
General Reserve Fund	29	475,516,703	507,579,426
Total Net Assets and Liabilities		**528,898,523**	**560,961,246**

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The financial statements set out on pages 90 to 97 were approved by the Board of Directors on 5th, August 2021 and were signed on its behalf by:

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

STATEMENT OF CHANGES IN NET ASSETS FOR THE YEAR ENDED 30 JUNE 2021

	Note	Contribution by Treasury	Mortgage & Car Loan Schemes	Accumulated Fund	Total Fund
		Kshs	Kshs	Kshs	Kshs
1st July 2019		53,381,820	304,255,181	352,841,239	**710,478,240**
Surplus/deficit for the Year		-		4,080,013	**4,080,013**
Interest Earned on Mortgage and Car Funds	19	-	12,631,001	-	**12,631,001**
Surplus Paid to National Treasury		-		(166,228,008)	**(166,228,008)**
At 30th June 2020		**53,381,820**	**316,886,182**	**190,693,244**	**560,961,246**
1st July 2020		**53,381,820**	**316,886,182**	**190,693,244**	**560,961,246**
Surplus/deficit for the Year		-	-	(26,158,083)	**(26,158,083)**
Surplus Paid to National Treasury	36	-	-	(5,904,640)	**(5,904,640)**
Transfer to Mortgage Scheme		-	100,000,000	(100,000,000)	**-**
At 30th June 2021		**53,381,820**	**416,886,182**	**58,630,521**	**528,898,523**

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STATEMENT OF CASH FLOWS FOR THE YEAR ENDED 30 JUNE 2021

	Note	2020/2021	2019/2020
		Kshs	Kshs
Cashflows from Operating Activities			
Surplus from Operating Activities		(26,158,083)	4,080,013
Depreciation & Amortisation Expense	9	27,504,527	32,588,634
Loss on Disposal of Assets	23	762,986	539,162
		2,109,429	**37,207,809**
Adjustments for Changes in Working Capital			
(Increase)/Decrease in Receivables & Prepayments	20	(95,180,159)	(54,346,372)
(Increase)/Decrease in Inventories	17	1,100,744	768,413
(Increase)/Decrease in Securities & Deposits	19	86,656,576	(58,007,272)
Increase/(Decrease) in Payables & Accruals	24	(52,440,435)	250,743
Increase/(Decrease) in Provisions	25	299,533	1,107,857
Increase/(Decrease) Employee Benefit Obligation	22	18,978,777	10,727,088
Increase/(Decrease) Deferred Capital Grant	26	22,130,031	48,855,687
		(18,454,933)	**(50,643,855)**
Net Cashflows from Operating Activities	28	**(16,345,504)**	**(13,436,047)**
Cashflows from Investing Activities			
Purchase of Computer Softwares	21	(2,389,364)	(16,983,209)
Purchase of Non-Current Assets	23	(8,492,680)	(10,898,320)
		(10,882,043)	**(27,881,529)**
Cashflows from Financing Activities			
Surplus Paid to National Treasury	36	(5,904,640)	(166,228,008)
Interest Earned on Mortgage and Car Schemes		-	12,631,001
		(5,904,640)	**(153,597,007)**
Net Increase/(Decrease) in cash and cash equivalents		**(33,132,186)**	**(194,914,582)**
Cash and cash equivalents at 1st July	18	172,270,125	367,184,708
Cash and Cash Equivalents as at 30th June		**139,137,939**	**172,270,125**

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The financial statements set out on pages 90 to 97 were approved by the Board of Directors on 5th, August 2021 and were signed on its behalf by:

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

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STATEMENT OF COMPARISON OF BUDGET AND ACTUAL AMOUNTS FOR THE YEAR ENDED 30 JUNE 2021

	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						
Exchequer Allocation-Recurrent	271,000,000	5,100,000	276,100,000	244,575,000	(31,525,000)	89%
Fines,Penalties and Levies	75,000,000	-	75,000,000	59,402,219	(15,597,781)	79%
Merger Filling Fees-Local	60,000,000	-	60,000,000	40,000,000	(20,000,000)	67%
Merger Filling Fees-COMESA	75,000,000	-	75,000,000	51,234,676	(23,765,324)	68%
Development Partners	-	8,000,000	8,000,000	8,000,000	-	100%
Interest from Fixed Deposits	18,000,000	-	18,000,000	18,811,001	811,001	105%
Total Income	**499,000,000**	**13,100,000**	**512,100,000**	**422,022,897**	**(90,077,103)**	
Expenses						
Employee Costs	269,548,000	(500,000)	269,048,000	265,881,252	3,166,748	99%
Remuneration of Directors	20,360,000	(8,360,000)	12,000,000	10,081,722	1,918,278	84%
Policy, Risk, Competition & Consumer Protection Expenses	69,500,000	(1,830,000)	67,670,000	53,573,384	14,096,616	79%
Contracted Services	12,600,000	(500,000)	12,100,000	8,423,588	3,676,412	70%
Repairs & Maintenance	7,100,000	10,200,000	17,300,000	14,324,546	2,975,454	83%
Finance Costs	600,000	-	600,000	405,363	194,637	68%
Depreciation & Amortisation Expense	20,500,000	10,500,000	31,000,000	27,504,527	3,495,473	89%
Use of Goods & Services	98,792,000	3,590,000	102,382,000	75,093,582	27,288,418	73%
	499,000,000	**13,100,000**	**512,100,000**	**455,287,963**	**56,812,037**	
Surplus/(Deficit)				**(33,265,066)**		

Notes:

i. Other than the depreciation and amortisation recognized in the statement of financial performance and actual payments for the purchase of 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 35 as required by IPSAS 24.14

NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021

1. 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.

2. Adoption of new and revised standards

a. New and amended standards and interpretations in issue effective in the ytear ended 30th June, 2021.

The Authority did not early – adopt any new or amended standards in the year ended 30th June, 2021 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, 2021.

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,2021 given the 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.

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

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

3. 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.

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

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 **Kshs.1M-Kshs.4M** for turnover or asset base from **Kshs.1B-Kshs.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.

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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 2020/21 was approved by the National Treasury on 30th June, 2020. 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, 2020 to 30th June, 2021. 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.

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

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.

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

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.

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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, 2021, the Authority had a general Reserve fund of Kshs.475, 516,703 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.

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

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 28.

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 16.

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 30.

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

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, 2021.

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.

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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.

4. Fees and Fines & Penalties

Description	2020/2021	2019/2020
	Kshs.	Kshs.
Merger filling fees-Local	40,000,000	49,000,000
Merger filling fees-COMESA	51,234,676	82,300,619
Fines & Penalties	59,402,219	44,414,812
Total	**150,636,896**	**175,715,431**

The filling 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.

Fines and penalties are levied against companies found to infringe the Competition law by engaging in unfair trade practices including consummating mergers without approval by the Authority as well as infringements of consumer rights/welfare.

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

5. a) Transfers Transfers from Other Government Entities

Description	2020-2021	2019-2020
	KShs	KShs
Unconditional grants		
Operational grant	-	-
Total Unconditional Grants	-	-
Conditional grants		
Regional Integration Implementation Program (RIIP)-COMESA Grants	8,000,000	10,000,000
Total government grants and subsidies	**8,000,000**	**10,000,000**

The Authority is one of the agencies identified and is receiving funding annually for implementation of the Regional Integration Implementation Program under the COMESA Competition Commission Integration Program. In the FY 2020/2021, the Authority received Kshs.8M as compared to Kshs.10M in the previous FY. All entities which are beneficiaries of the fund are required to report on the progress and impact of the expenditure on the program to gurantee continued funding.

b) 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	2019/2020
	Kshs.	Kshs.	Kshs.	Kshs.	Kshs.
The National Treasury-Exchequer	244,575,000	7,869,969	-	252,444,969	312,244,313
Total	**244,575,000**	**7,869,969**	**-**	**252,444,969**	**312,244,313**

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.

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

6. Finance Income Investments

Descriptions	2020/2021	2019/2020
	Kshs.	Kshs.
Cash Investments and Fixed deposits	18,811,001	3,552,964
Total	**18,811,001**	**3,552,964**

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.

7. Other Income

Other income amounting to **Ksh. 3,136,929** in the FY 2019/2020 relates to training fees levied against law and economic regulation course which the Authority conducts annually in collaboration with the University of Nairobi. Participants pay a fee to meet the running costs of the course. However, due to the effects of the COVID-19 pandemic adversely affecting gatherings during the FY 2020/2021, the Authority offered the course by way of online free webinars.

8. Employee Related Costs

	2020/2021	2019/2020
	Kshs.	Kshs.
Salaries and Allowances	208,132,596	196,296,092
Contribution to Pensions	18,111,725	15,420,229
Staff Gratuity	18,924,777	15,644,740
Staff Medical Insurance	19,716,621	19,562,959
Provision for Staff Leave	995,533	411,857
Total	**265,881,252**	**247,335,877**

9. Depreciation and Amortization

	2020/2021	2019/2020
	Kshs.	Kshs.
Property, Plant & Equipment	12,032,191	13,854,619
Intangible Assets	15,472,335	18,734,015
Total	**27,504,527**	**32,588,634**

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

10. Repairs and Maintenance

	2020/21	2019/20
	Kshs.	Kshs.
Motor Vehicles	979,957	988,725
Property, Plant & Equipment	13,344,589	10,973,101
Total	**14,324,546**	**11,961,826**

11. Remuneration of Directors

	2020/2021	2019/2020
	Kshs.	Kshs.
Sitting & Lunch Allowances	2,691,988	2,026,995
Honoraria	960,000	960,000
Board Induction & Travel	6,286,674	3,815,815
Telephone	-	35,000
Insurance	37,055	225,866
Local Travel Costs	106,005	57,077
Conference Facilities	-	6,546
Total	**10,081,722**	**7,127,299**

12. Contracted Services

	2020/21	2019/20
	Kshs.	Kshs.
Consultancy	2,731,500	647,047
Hire of Security	808,640	786,600
Cleaning Expenses	2,178,735	1,807,538
Legal Services	2,008,713	5,761,955
Audit Fees	696,000	696,000
Total	**8,423,588**	**9,699,797**

13. Finance Costs

Finance costs of Kshs. 405,363 **(2019/2020 Kshs.427,686)** relates to bank charges levied by banks in running the five bank Accounts held by the Authority in various commercial banks.

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

14. Loss on Sale of Assets

Loss on Disposal of assets	2020/2021	2019/2020
	762,986	539,162

Loss on disposal of assets relates to assets donated to various schools within Nairobi County. The assets had a cost and accumulated depreciation of **Kshs. 4,692,904** and **Kshs. 3,929,918** respectively resulting to a loss of **Kshs. 762,986.**

15. Policy, Risk, Competition & Consumer Protection Expenses

	2020/2021	2019/2020
	Kshs.	Kshs.
Awareness & Publicity Campaigns	10,727,721	13,112,188
Policy, research & Market Enquiries	27,418,319	29,478,248
Regulation of Mergers & Acquisitions	5,130,446	1,188,481
Consumer Campaigns	4,746,686	4,930,891
Enforcement of Restrictive Trade Practices	1,180,442	3,475,668
COMESA-RIIP	396,980	2,846,668
Risk and Quality Assurance	2,262,630	-
Buyer Power	1,710,159	1,147,050
Total	**53,573,384**	**56,179,193**

16. Use of Goods & Services

	2020/2021	2019/2020
	Kshs.	Kshs.
Domestic Travel Subsistence Allowances	6,740,426	8,850,406
Foreign Travel Subsistence Allowance	-	6,187,159
Communication Costs	5,305,410	6,325,651
Staff Welfare	1,388,770	1,672,401
Printing & Advertising	1,145,116	3,711,854
Rent & Rates	36,257,617	38,046,137
General Office Supplies	3,090,938	3,270,290
Training Expenses	10,954,129	15,749,684
Motor Vehicles Running Expenses	1,273,796	1,587,238
Official Entertainment and Conferencing Facilities	5,438,192	6,635,494
Subscriptions to Professional Bodies	813,759	1,006,313
Insurance of Assets	2,685,430	4,948,404
Total	**75,093,582**	**97,991,032**

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

17. Inventories

	2020/2021	2019/2020
	Kshs.	Kshs.
As at 1st July,	5,302,795	6,064,108
Additions during the year	1,680,200	3,451,350
Expensed during the year	(2,780,944)	(4,212,663)
As at 30th June,	**4,202,051**	**5,302,795**

18. Cash and Cash Equivalents

	2020/2021	2019/2020
	Kshs.	Kshs.
KCB-KICC Current Account	20,992,109	97,500,955
KCB-KICC Staff Gratuity Account	7,536,008	33,564,062
Family-Staff Gratuity Fixed Deposit	45,000,000	-
NBK-Dollar Account	12,509,823	41,205,109
Family Bank-Short-term Investment on Call	53,100,000	-
Total	**139,137,939**	**172,270,126**

19. Securities & Deposits

	2020/2021	2019/2020
	Kshs.	Kshs.
NBK-Staff Car Loan Scheme Account	53,890,050	103,627,096
Family Bank -Staff Car Loan Scheme Call Account	55,000,000	-
ABSA-Staff Mortgage Scheme Account	60,896,457	153,285,302
ABSA-Staff Mortgage Call Account	-	100,900,000
KCB-Staff Mortgage	1,369,315	-
KCB-Staff Mortgage Call Account	100,000,000	-
Total	**271,155,823**	**357,812,398**

These are bank balances as at 30th June, 2021 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 shall 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.

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

20. Receivables from Exchange Transactions

	2020/2021	2019/2020
	Kshs.	Kshs.
Staff Travel imprest	491,394	109,200
Staff Debtors	-	22,154
Trade Receivables	-	19,847
Staff Car Loan Scheme Receivables	8,620,951	9,735,814
Staff Car Mortgage Loan Scheme Receivables	151,634,113	54,618,287
Prepaid Rent	3,007,325	2,846,332
Prepaid Insurance	5,475,582	6,462,571
Prepaid Internet Services	-	-
Advance Deposit	328,460	328,460
Bank Interest Receivable	-	235,000
Total	**169,557,824**	**74,377,665**

21. Intangible Assets-Computer Software

	2020/2021	2019/2020
	Kshs.	Kshs.
Cost		
At the beginning of the year	98,520,640	84,637,544
Additions	5,687,296	13,883,096
At end of the year	104,207,937	98,520,640
Amortization		
At the beginning of the year	42,318,596	23,584,582
Amortization	15,472,335	18,734,015
At end of the year	57,790,932	42,318,597
	-	
Net Book Value	46,417,005	56,202,044
Computer Software Under development	-	3,297,933
Total	46,417,005	59,499,977

Computer software under development, (2019/20 was Kshs 3,297,933) relates to amounts incurred and paid towards the implementation of Mobile App Software to provide an interactive SMS solution to the Authority's automated processes.

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

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

22. Employee Benefits Obligations

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 KShs.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 trustess. 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 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 finacial performance in the year contributed.

Staff Gratuity

	2020/2021	2019/2020
	Kshs.	Kshs.
As at 1st July,	30,778,712	20,051,624
Contributions during the year	18,978,777	15,590,740
Payments during the year	-	(4,863,652)
As at 30th June,	**49,757,489**	**30,778,712**

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

23. Property, Plant and Equipment

	Motor Vehicles	Office Equipment	Computer Equipment	Furniture & fittings	Total
Depreciation rate	25%	12.5%	33%	12.5%	
Cost					
At 1st July 2019	37,338,707	12,644,363	49,153,815	27,656,985	126,793,870
Additions	-	4,603,320	6,295,000	-	10,898,320
Disposals	-	(622,000)	(908,780)	(210,450)	(1,741,230)
At 30th June 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)
At 30th June 2021	44,023,707	17,855,203	51,156,581	26,715,245	139,750,736
At 1st July 2019	22,387,537	4,962,424	35,028,236	12,708,461	75,086,659
Depreciation	3,737,792	1,495,779	6,764,289	1,856,759	13,854,619
Disposals	-	(302,971)	(783,096)	(116,001)	(1,202,068)
At 30th June 2020	26,125,330	6,155,232	41,009,428	14,449,220	87,739,210
Depreciation	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)
At 30th June 2021	30,599,924	7,465,803	42,187,615	15,588,142	95,841,483
Net book values					
At 30th June 2020	**11,213,377**	**10,470,451**	**13,530,607**	**12,997,315**	**48,211,750**
At 30th June 2021	**13,423,782**	**10,389,400**	**8,968,967**	**11,127,103**	**43,909,252**

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

24. Payables and Accruals

	2020/2021	2019/2020
	Kshs.	Kshs.
Local Creditors	7,008,260	24,785,039
Withholding Taxes	88,199	16,667
Withholding VAT	282,813	71,143
Staff Claims	53,200	107,038
Unremitted Payroll Deductions	5,038,366	3,742,281
Deferred Lease Liability	5,910,028	5,379,016
Surplus Payable to Exchequer	-	36,720,117
Total	**18,380,866**	**70,821,301**

25. Provisions

	Staff Leave	Audit Fees	Total
	Kshs.	Kshs.	Kshs.
Provisions as at 1st July, 2020	4,665,767	1,392,000	6,057,767
Additional provisions	995,533	696,000	1,691,533
Provision utilized during the year	-	(1,392,000)	(1,392,000)
Provisions as at 30th June, 2021	**5,661,300**	**696,000**	**6,357,300**

26. Deferred Capital Grant Income

	2020/2021	2019/2020
	Kshs.	Kshs.
As at 1st July,	48,855,687	-
Additions during the year	30,000,000	55,0000,000
Armotised during the year	(7,869,969)	(6,144,313)
As at 30th June,	70,985,718	48,855,687
Current Portion	5,867,648	4,505,388
Non-Current Portion	65,118,070	44,350,300

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Development/capital grant is recognized in the statement of financial position and armotized in the statement of financial performance over the useful life of the related asset. Current deferred capital grant, Kshs. 5,867,648 will be realized in the statement of financial performance within the next one year while non-current deferred capital grant, Kshs. 65,118,070 will be realized in the subsequent years.

27. Equity Contribution by Treasury

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 Kshs. 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 Kshs.449, 670 for use by the Authority in the Regional Integration Implementation Programme. The Authority was not expected to pay for these assets. The contributions have been recognized in the statement of Net assets as equity contribution by the National Treasury.

28. Cash Generated From Operations

	2020/2021	2019/2020
	Kshs.	Kshs.
Surplus for the year	(26,158,083)	4,080,013
Adjusted for :		
Depreciation	27,504,527	32,588,634
Loss on disposal of non-current assets	762,986	539,162
Provisions	299,533	1,107,857
Working Capital adjustments		
Increase in receivables & prepayments	(95,180,159)	(54,346,372)
Increase in inventory	1,100,744	768,413
Security deposits-staff car & mortgage schemes	86,656,576	(58,007,272)
Increase in payables & Accruals	(52,440,435)	250,743
Employee benefit obligations	18,978,777	10,727,088
Increase in deferred grant	22,130,031	48,855,687
Net cash flow from operating activities	(16,345,504)	(13,436,047)

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

29. General Reserve Fund

The general reserve fund of Kshs. 475,516,703 represents accumulated surpluses arising from normal operations of the Authority. The distribution of this amount is subject to the Authority retaining at least 10% annual surplus of the year or any other amount as the board in consultation with the Cabinet Secretary may determine. Pursuant to such consultation, as at 30th June, 2021, Kshs. 416,886,182 portion of the general reserve fund represent an amount placed as security with Absa and National banks of Kenya to secure staff housing mortgage and car loans at concessionary rates for its staff.

30. 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;

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

	2020/2021	2019/2020
	Kshs.	Kshs.
Cash at bank	139,137,940	172,270,126
Security deposit	271,155,823	357,812,398
Staff travel imprest	491,394	109,200
Staff debtors	-	22,154
Trade debtors	-	19,847
Staff car loan debtors	8,620,951	9,735,814
Staff mortgage loan debtors	151,634,113	54,618,287
Prepaid rent	3,007,325	235,000
Prepaid insurance	5,475,582	2,846,332
Prepaid internet services	-	6,462,571
Prepaid training fees	328,460	328,460
Total	**579,851,588**	**604,460,189**

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;

	Less than 1 month	Between 1-3 months	Over 5 months	Total
	Kshs.	Kshs.	Kshs.	Kshs.
At 30th June, 2021				
Accounts payables	7,008,260	-	-	7,008,260
Staff claims	-	-	-	107,038
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**

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

Liquidity Risk continued…

	Less than 1 month	Between 1-3 months	Over 5 months	Total
Kshs.	Kshs.	Kshs.	Kshs.	Kshs.
At 30th June, 2020				
Trade payables	24,785,039	-	-	24,785,039
Staff claims	107,038	-	-	107,038
Taxes	-	-	-	-
Payroll deductions	87,810	-	-	87,810
Staff leave Provisions	3,742,281	-	-	3,742,281
Contractors retention	6,057,767	-	-	6,057,767
Total	**34,779,935**			**34,779,935**

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	Kshs.
Cash at bank- National Bank of Kenya	106,826.88	12,509,822.52

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

31. Related Party Transactions

	2020/2021	2019/2020
	Kshs.	Kshs.
a) Grants from National Government		
i. Exchequer budgetary support	306,000,000	361,100,000
ii. COMESA-Regional Integration Implementation Programme	8,000,000	10,000,000
Total	314,000,000	371,100,000
b) Gifts/donations declared by employees		-
c) Key management compensation		
(i) Directors' emoluments	3,689,043	3,212,861
(ii) Compensation to the Director General	9,910,000	9,910,000
(iii) Compensation to key management	70,324,666	69,136,835
Total	83,923,709	82,259,696

32. Contingent assets and contingent liabilities

a. **Court cases**

The Authority has cases pending before the Kenyan courts and before the Competition Tribunal the nature of which are of a judicial review in the form of seeking declaratory orders requiring specific actions from the Authority as opposed to special or general damages. The outcome thereof may result in legal costs or damages awarded against or for the Authority. The details of the cases are disclosed here below.

Case Reference Vs. CAK	Details of the case	Remarks
Misc. Case No. E783 of 2020 Royal Mabati Factory Limited vs Competition Authority of Kenya	The Appellant filed a Notice of Appeal before the Tribunal but have never served a record of appeal.	LLikely legal liability in the sum of sicty nine thousand seven hundred and sixty eight (Ksh. 69,768)

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

Case Reference Vs. CAK	Details of the case	Remarks
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.	Likely legal liability in the sum of Ksh. 790,000
Tribunal Case No. CT002/2020 Kansai Plascon Vs CAK	Judicial review proceedings challenging the Authority's decision and seeking Set Aside Orders, Orders of Certiorari & costs of the Memorandum of Appeal.	Likely legal liability in the sum of Ksh. 966,667

Commitments

	2020/2021	2019/2020
	Kshs.	Kshs.
Authorized, contracted and ongoing	15,674,492	5,339,566
Authorized but not yet contracted		
Total	15,674,492	5,339,566

The committed expenditure will be financed by allocated operational budget for future periods.

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NOTES TO THE ANNUAL FINANCIAL STATEMENTS FOR THE YEAR ENDED 30TH JUNE, 2021-CONTINUED

33. Operating leases-as leases (expense)

	2020/2021	2019/2020
Minimum lease payments due	Kshs.	Kshs.
• **Within one year**	28,219,678	26,875,884
• **In second to fifth year**	55,343,222	83,562,900
Total	83,562,900	110,438,784

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.

34. 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.

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

a. Exchequer Allocation-Recurrent

The Authority did not receive quarter four recurrent allocation from the Exchequer amounting to Kshs 31,525,000.

b. 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.

c. Merger Filling Fees

The expectation to collect in excess of Kshs.60M and Kshs. 75M from mergers filling fees locally and from COMESA region respectively was based on the assumption that local and regional economies would perform slightly better given the discovery of the COVID-19 Vaccine and the general awareness the pandemic by the business population. However, the emergence of the Indian and the Brazilian variants appeared to have affected growth even as

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businesses adopted await and see strategies leading to a reduction in the number of mergers with revenue dimensions notified to the Authority and to COMESA.

d. All Expenditure heads for the FY 2020/2021

Other than employee costs where the Authority spent 99 percent of the allocation, all other expenditure heads experienced significant drops in utilization ranging from 17% for repairs and maintenance to 32% for finance costs. This was largely due to the National Treasury failing to disburse the amount of Kshs.31, 525, 000 being the Authority's budgeted exchequer support for the fourth quarter of the financial year. The Authoirity therefore had to take deliberate steps to stop or scale down expenditure on some planned programs.

e. Adjustments

The adjustments relates to revision of the budget done during the year.

36. Surplus Remission

The Authority,being a regulatory agency, has not made any provisions to remit to the exchequer any amount (2019/20 remission was **Kshs 36,720,117**) as per the provisions of Section 219 (2) of the Public Financial Management Act regulations 2015 due to a net operating deficit registered during the year.

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, 2021.

38. Ultimate and holding entity

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

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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 17/10/2021

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APPENDIX II: INTER-ENTITY TRANSFERS

	ENTITY NAME:	COMPETITION AUTHORITY OF KENYA		
	Break down of Transfers from the ministry of the National Treasury			
	FY 2020/21			
a.	Recurrent Grants			
		Bank Statement Date	Amount (KShs)	FY to which the amounts relate
		20/08/2020	81,525,000	2020/21
		12/11/2020	4,981,611	2020/21
		19/11/2020	81,525,000	2020/21
		05/02/2021	4,981,611	2020/21
		26/03/2021	71,561,778	2020/21
		05/07/2021	31,525,000	2020/21
			276,100,000	
b.	Development Grants			
		Bank Statement Date	**Amount (KShs)**	**FY to which the amounts relate**
		20/08/2020	7,500,000	2020/21
		28/10/2020	7,500,000	2020/21
		27/01/2021	7,500,000	2020/21
		24/03/2021	7,500,000	2020/21
		Total	**30,000,000**	
	Grand Total		**306,100,000**	

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

Manager, Finance
Competition Authority of Kenya

Sign ----------

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ANNEXURES

Annex I: Restrictive Trade Practices Cases

1.	CAK vs Tradewinds International Limited	Public Procurement	The Authority investigated the allegation of bid rigging in the supply of concrete poles to Rural Electrification and Renewal Energy Corporation (REREC) formerly Rural Electrification Authority (REA)	Section 21	The Authority concluded the investigations and after considering the parties' submissions, made a determination that Tradewinds International Limited was in contravention of Section 21 of the Act. Tradewinds International Limited administratively settled the matter under the provisions of Section 38 of the Act and a pecuniary penalty of Ksh. 204,896.60

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					was imposed on Tradewinds Limited.
2	CAK vs Masherbrum Limited	Public Procurement	The Authority investigated the allegation of bid rigging in the supply of concrete poles to Rural Electrification and Renewal Energy Corporation (REREC) formerly Rural Electrification Authority (REA).	Section 21	The Authority concluded the investigations and after considering the parties' submissions, made a determination that Masherbrum Limited was in contravention of Section 21 of the Act. Masherbrum Limited administratively settled the matter under the provisions of section 38 of the Act and a pecuniary penalty of Ksh. 203,812.00 was imposed on Masherbrum.

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
3	CAK vs Sums Decorators	Public Procurement	The Authority investigated the allegation of bid rigging in the supply of concrete poles to Rural Electrification and Renewal Energy Corporation (REREC) formerly Rural Electrification Authority (REA).	Section 21	The Authority concluded the investigations and after considering the parties' submissions, arrived at a determination that Sums Decorators Limited was in contravention of Section 21 of the Act. Sums Decorators Limited administratively settled the matter with the Authority under the provisions of Section 38 of the Act. A pecuniary penalty of Ksh. 143,427.60 was imposed on the company.

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
4	CAK vs Sonara Ventures	Public Procurement	The Authority investigated the allegation of bid rigging in the supply of concrete poles to Rural Electrification and Renewal Energy Corporation (REREC) formerly Rural Electrification Authority (REA).	Section 21	The Authority concluded the investigations and after considering the parties' submissions, made a determination that Sonara Ventures was in contravention of Section 21 of the Act. Sonara Ventures opted to settle the matter adminstratively pursuant to the provisions of section 38 of the Act. The settlement was concluded and a pecuniary penalty of Ksh. 344, 050.00 was imposed on Sonara Ventures.

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
5	Authority vs Top Range	Public Procurement	The Authority investigated the allegation of bid rigging in the supply of concrete poles to Rural Electrification and Renewal Energy Corporation (REREC) formerly Rural Electrification Authority (REA).	Section 21	The Authority concluded the investigations and after considering the parties' submissions, arrived at a determination that Top Range Limited was in contravention of Section 21 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.
6	Investigation of Energy	Electricity, gas, steam and air	Investigations were initiated in the sector based on market intelligence by the	Section 21 and 22	The Investigations into the matter established that EDA and its members were

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
	Dealers Association (EDA)	conditioning supply	Authority that the Association and its members were colluding to set prices.		in violation of Sections 21 and 22 of the Act. EDA requested to settle the matter under the provisions of Section 38 of the Act and a pecuniary penalty of Ksh. 408,000.00 was imposed on the Association
7	Timber Sector Screening	Agriculture, forestry and fishing.	The Authority initiated investigations in the supply of timber in Kenya based on suspicion that the suppliers could have conspired to increase prices of timber following the announcement of the Ksh. 1.9 billion Government project to procure school furniture from local carpenters.	Section 22	The Authority established that the timber market is characterized by many individual tree plantation farmers located in different parts of the country with different needs and given this segmentation its difficult for the suppliers to constantly share strategic information such as prices.

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					Additionally, investigations revealed that timber prices from suppliers did not change following the announcement of the Ksh. 1.9 billion Government project to procure school furniture from local carpenters.
8	Bakex Limited vs Wheat Millers Manufacturers	Manufacturing	The Authority received a complaint from Bakex Limited alleging that the competing millers who were dominant in the market were abusing their dominance by selling their goods below the cost of production in some regions in the country.	Section 21, 23/24	The investigations findings were that there was no evidence that the players engaged in practices that amounted to abuse of dominance through predatory pricing. There was also no evidence to show that the players engaged in

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					collusive/concerted practices prohibited under Section 21 and 22 of the Act.
9	Gateway Marine Services vs Maersk Kenya Limited	Transportation and Storage	The Authority received a complaint from Gateway Marine Services alleging abuse of Dominance by Maersk Kenya Limited in the Reefer cargo market.	Sections 23 and 24	Investigations revealed that Maersk was dominant in the Reefer cargo market with an average market share of 90%. It was also established that in May 2019, Maersk had introduced a requirement that Controlled Atmosphere (CA) containers be booked on the Bill Lading (TBL) basis and resorted into tying Gensets with CA containers. The TBL bookings represent a fraction (40%-57%) of the

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					Maersk reefer cargo market. The remaining 43%-60% reefer cargo which was booked on non-TBL was unaffected by the practice of bundling. Based on the finding that customers were free to choose their logistic partners for this market, the matter was closed.
10	Concerned Citizens vs Kiambu County Government	Transportation and Storage	A group of Concerned Citizens plying the Kirigiti-Kiambu Road, Kiambu County complained to the Authority about alleged influx of three wheeler vehicles that were allegedly offering unfair competition to matatus plying the same route. Officials of Kiambu County Government were also accused of aiding and abetting the said conduct.	N/A.	The Matter was reviewed and was considered to fall outside the purview of the Act. The complainants were advised to submit complaint to Ethics and Anticorruption Commission.

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
11	Capabul vs ICPAK	Professional, scientific and technical activities	The Authority received a complaint from CapaBul Ltd alleging that ICPAK was implementing the new Continuous Professional Development (CPD) Policy which they considered anti-competitive contrary to provisions of the Act	Section 21	The matter was closed because the Authority established that ICPAK had stopped the implementation of the Training Policy.
12	Beauty Point College vs Anonymous accused party	Other Services (Beauty and Fashion Industry)	The Authority received a complaint from Beauty Point College against an unnamed organization concerning the defacing of its billboards, giving false information regarding the products of the complainant as well as use of unsafe/ sub-standard products.	Sections 23 and 24.	The matter was closed on grounds that the accused entity was found not to be dominant as guided by section 23 of the Act, nor did it have market power because entry into the beauty market is relatively easy with low regulatory and capital demands.
13	CAK vs Better SMS Limited(BSL)	Information and Communication	The Authority received a complaint in anonymity against Better SMS Limited (BSL) on allegations that BSL had entered into certain understanding/ arrangements	Section 24 (1) and (2)	Investigations revealed that there was a very large number of players in this space, depicting that the

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
			with certain media houses to ensure that they predominantly provided premium Short Message Services to the detriment of its competitors.		entry and exit barriers are low. Further, the reviewed agreements did not contain clauses likely to raise competition concerns.
14	CAK vs Kenya Travel Agents Association	Transportation and Storage	The Authority initiated an interrogation of the Kenya Association of Travel Agents (KATA) on a planned "No Credit" policy that was intended to ensure business sustainability of their members during and post Covid-19 period. The adoption of this policy would see travel agents cease to extend credit facilities to their customers thus restricting their dealings to cash-paying clients.	Sections 21 and 22.	The Authority analysed the matter and recommended KATA to review the no credit policy to be aligned to the prevailing government policy on payments to agents which should be made within fifteen days. Additionally KATA was to allow each agent to independently negotiate with their clients. Based on the reviewed position of

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					the Credit Policy by KATA, the matter was closed. The adjusted arrangement was justifiable as it could assist in the improvement or prevention of decline in the provision of travel agency services in Kenya in the current Covid period and may result in public interest benefits by retaining jobs of over 300,000 employees in the sector.
15	Kevin Chagira vs Egypro East Africa Limited.	Professional, scientific and technical activities.	The Authority received allegations that Egypro East Africa, an employer was forcing its employees to open new bank accounts.	Section 23/24	The investigations revealed that the conduct of the employer in relation to the employee does not fall within the jurisdiction of the Competition act. The

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					complainant was advised to pursue the matter under the provisions of Section 17(b) of the Employment Act, Cap 226
16	Midicom Limited vs SBG Securities	Financial and insurance activities.	The Authority received a complaint from Midicom Limited against SBG Securities alleging restrictions in accessing the forex market and customer allocation.	Section 24 (a) and (c)	The Authority made a finding that the accused was not dominant in the relevant market because an analysis of the information relating to equities and bonds established that the market shares of the accused entity were below the threshold set by section 4(3) and 23 of the Competition Act. It was also established from the sector regulator that the consumers including the

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					complainant were free to directly engage a vast array of players and intermediaries for their trading needs.. The matter was therefore closed.
17	Medical Insurance cover by Mandera County Government	Public Procurement	The Authority received a complaint by Mandera County Government relating to irregularities in the tendering for the provision of medical insurance.	N/A	The Authority assessed whether Mandera County Government was engaging in trade when it advertised tenders for the supply of medical insurance services through public procurement. It was concluded that the conduct of Mandera County Government does not fall within the definition of trade under the Competition Act. The

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					matter was therefore reffered to PPRA.
18	Unfair commission charges by Glovo, Jumia kenya and UberEats	Transport services sector-Application based Courier services.	The Authority received a complaint from Chris Wings against Glovo App, Jumia Kenya and UberEats on allegations that the accused were offering unfair and discriminative trading conditions amongst different players in the market.	Sections 21 and 24.	Authority's determination was that neither of the three parties complained against (UberEats, Glovo App and Jumia kenya) were dominant, nor did they have market power. Further, the investigations revealed that there are substitutes to the services rendered by the three parties in the market, which were open to Chris P Wings. Therefore, and based solely on the information availed to the Authority, none of the three firms, UberEats,

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					Glovo App and Jumia Food, were found to be in contravention of sections 21 or 24 of the Act.
19	Nyagowite General Enterprise vs Jamii Bora (Kingdom) Bank Ltd	Financial and insurance activities.	The Authority received a complaint from Nyagowite General Enterprise against Kingdom Bank alleging that the bank acted unfairly and violated its consumer rights.	Sections 21 & 24	The Authority noted that the agreement between the Bank and Nyagowete General Enterprise was an agency agreement which does not have the object or effect of lessening competition and therefore did not constitute a prohibition under section 21(1) or (3) of the Act.
20	CAK vs Crown Paints PLC.	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the paints manufacturing and distribution in Kenya	Sections 21 and 22	The Authority concluded the investigations and after considering the parties' submissions, arrived at a

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
			on its own motion pursuant to the provisions of section 31 (1) of the Act.		determination that Crown Paints PLC was in contravention of section 21 (1) and (3) (a) of the Act. Crown Paints PLC appealed the decision at the Competition Tribunal in January 2020. Crown Paints PLC later elected to have an out of Tribunal settlement with the Authority pursuant to Article 159. The matter was therefore settled amicably by the Crown Paints PLC paying a pecuniary penalty of Ksh. 29,915,073.00.
21	CAK vs Road Safety	Wholesale and retail trade;	The Authority received a complaint anonymously that the Road Safety	N/A	The Authority reviewed and determined that the

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
	Association of Kenya (RSAK)	repair of motor vehicles and motorcycles.	Association of Kenya was recommending the minimum prices at which its members are to sell speed limiters.		complaint did not fall within the purview of the Act. The matter was forwarded to Kenya Bureau of Standards(KEBS) on the basis that the complaint was poor quality of speed limiters and non-compliance with the specifications by the KEBS
22	Federation of Responsible Gaming vs Safaricom PLC and Betika	Arts, entertainment and recreation	The Authority received a complaint on purported restrictive agreement between Safaricom PLC and Betika relating to free Betika Internet offer.	Sections 21	The Authority reviewed the complaint and established that there were over forty (40) betting companies in the country, which depicted that the barriers to entry and exit in the online sports betting market are fairly low.

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					It was also established that offering incentives like free bundles is widely practiced in the market, and all players in the market use this as a strategy of penetration. The arrangement was therefore not found to amount to a restrictive trade practice as prohibited under Section 21 of the Act and the matter was closed.
23	Complaint Against Ballerudkorsnas AB by Cugini Paper	Manufacturing	The Authority received a complaint from Cugini Paper Traders Limited alleging various restrictive trade practices and non-payment by Ballerudkorsnas AB.	Sections 21 and 23/24	The Authority concluded the investigation and made a finding that Billerudkorsnäs was not a dominant player in the

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
	Traders Limited				relevant market and hence the allegation on predatory pricing could not be sustained. It was also found that there was no product exclusivity arrangements which could hinder the effective participation by the complainant in the market. Based on the above findings, the matter was closed.
24	CAK vs Animal Feeds Manufacturers	Manufacturing.	The Authority initiated investigations into the conduct and practices of the undertakings engaged in manufacturing and distribution of animal feeds in Kenya. The investigation was initiated on own motion pursuant to the provisions of section 31 (1) of the Act.	Sections 21(3) (a) (b) (e) and (f)	The investigations findings established that the agreements between Unga Feeds and its distributors provided for a resale price maintenance condition, obligating the distributors

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					in the appointed territories to sell the products at the recommended price. Unga Feeds subsequently amended the anticompetitive clauses of the agreements as directed by the Authority.
25	Unfair trade practices by health providers (Jubilee Insurance)	Finance and Insurance activities.	The Authority received a complaint against healthcare insurers, specifically Jubilee Insurance (Jubilee) alleging that a majority of doctors were locked out of agreements to provide professional services because they have not signed restrictive and exploitative contract with a healthcare insurer or a health insurer agent.	Sections 21 and 23/24	The Authority concluded the said investigations and established that there was no abuse of dominance practices as alleged. It was also noted that there was no exclusive agreements between Jubilee Insurance and Savannah Informatics for the provision of claims and payment services in the relevant market. Based

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					on the findings, the matter was closed.
26	Bhanji associates vs Allianz Worldwide Care	Finance and Insurance activities	The Authority received a complaint from Bhanji Associates against Allianz Worldwide care over unfair termination of their operation contracts.	N/A	The Authority concluded from the investigations that the relationship between the parties is that of a principal and its agent. The matter was therefore closed as it did not fall within the Act.
27	CAK vs Galaxy Paints & Coatings Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the paints manufacturing and distribution in Kenya on its own motion pursuant to the provisions of section 31 (1) of the Act.	Section 21 (1) and (3) (a)and Section 38	The Authority concluded the investigations and after considering the parties' submissions, arrived at a determination that Galaxy Paints and Coatings Ltd was in contravention of section 21 (1) and (3) (a) of the Act. Galaxy Paints and

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					Coatings Ltd however appealed the decision at the Competition Tribunal. Galaxy later opted to have an out of Tribunal settlement with the Authority pursuant to Article 159 of the Constitution. The matter was therefore settled by the Party paying a pecuniary penalty of Ksh. 4,778,552.00
28	Private Security Industry Association (PSIA) vs Kenya	Public Procurement	Private Security Industry Association complained about a tender requirement by Kenya Pipeline Corporation that applicants should submit a valid Private Security Industry Association (KSIA) membership Certificate hence blocking participants that are not members of the	N/A	The Authority noted that PSRA draws its mandate from section 7 of the Private Security Regulation Act of 2016 and is involved in the regulation of the

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
	Pipeline Corporation		said association such as Private Security Industry Association (PSIA).		private security sector through formulation and enforcement of standards of conduct and licensing and registration of all private security providers in kenya and that the practices of PSRA regarding registering, licensing and formation of standards of conduct cannot be construed to constitute trade. The findings also note that for an entity to participate in a procurement process, it has to meet the necessary regulatory registration and licensing requirements. Premised on the above,the matter was therefore closed

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
29	Hiropa Business Solutions	Professional, scientific and technical activities	Hiropa business Solutions complained that their former employee was making defamatory statements about them.	N/A	The matter was considered not to fall within the Act and was therefore closed.
30	Avocado Association of Kenya	Agriculture, forestry and fishing	Avocado Association of Kenya, expressed their fears that the Horticulture Society of Kenya may allow the export of a certain size of avocado to select exporters.	N/A	The matter was closed as preliminary analysis on the basis that it did not fall with the purview of the Act.
31	Review of the security tenders of National Housing Corporation.	Public Procurement	The Authority initiated investigations into the private security industry with a view of exploring collusive tendering and other restrictive trade practices among the players in the industry.	Section 21	The investigations revealed that the providers of private security services to National Housing Corporation acted independently and did not engage in collusive tendering. On the basis of the findings, the matter was closed.

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
32	Private Security Industry Association vs Private Security Regulatory Authority	Other Service Activities (Security)	Private Security Industry Association wrote to the Authority alleging that the Private Security Regulatory Authority (PSRA) was creating unfair competition by limiting business entities to procure security solutions from only three (3) providers in a market despite the existence of 2500 registered firms.	N/A	Preliminary analysis established that the complaint fell outside the perview of the Act since the practices of PSRA regarding registering, licensing and formation of standards of conduct cannot be construed to constitute trade and therefore not captured under the Act The complainant was advised accordingly.
33	CAK vs Association of Bread Manufacturers	Manufacturing	The Authority initiated investigation based on intelligence that bread manufacturers could be engaging in price fixing arrangements.	Section 22	The Authority determined that prices of bread have been constant for some years with most revisions coming at the end of 2021,

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					which were attributable to increases in international prices of wheat and the dollar fluctuations. Therefore, this trend is consistent with presence of competition in relevant markets. Based on the findings, the matter was closed.
34	Jamii Telecommunications Ltd (JTL) vs American Towers Corporation(ATC)	Information and Communication (Telecommunication)	JTL alleged that ATC are abusing their market dominance by unfair pricing and terms of trade relating to leasing of telecommunications towers.	Section 24	The matter was closed following communication by JTL that there was an amicable settlement and resolution of the matter with ATC.

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
35	CAK VS Private Security Industry Association (PSIA)	Other Service activities (Security)	The Authority initiated investigations into the private security industry based on an allegation of the AGM meeting of the association which discussed high end, middle and low end customers in respect of pricing categories of guarding services to procuring entities.	Section 21	Investigations are ongoing.
36	Authority vs Naweza	Public Procurement	The Authority investigated the allegation of bid rigging in the supply of concrete poles to Rural Electrification and Renewal Energy Corporation (REREC) formerly Rural Electrification Authority (REA).	Section 21	Investigations are ongoing.
37	Shipping sector	Transportation and storage	The Authority initiated a review of the shipping, tracking and haulage market inquiry- focussing on the shipping sector and the transport sector based on the study undertook by the Authority on the Sector.	Section 21 22, 23 and 24	Matter is being investigated collaboratively with COMESA Competition Commission

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
38	CAK vs Leasing Comapnies	Financial and Insurance Activities (Leasing)	The Authority initited information on its on motion upon receiving informstion that leasing companies were engaged in fixing of prices.	Section 21	Investigations are ongoing.
39	CAK vs Kenya Transporters Association Ltd	Transport and Storage	Kenya Transporters Association filed a complaint to the Authority regarding the Government's directive that all imported good destined to Nairobi and hinterland be transported using the Standard Gauge Railway (SGR).		Matter is pending before court.
40	Investigation of Tenders floated by Kenya and Power and Lighting Company(KPLC)	Public Procurement	The Authority initiated investigations in to anonymous allegations of possible bid rigging on tenders floated by KPLC	Section 21(1), 21(3)(e) and 24 (2)(b) of the Act	Investigations are ongoing.

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
41	CAK vs Kansai Plascon Limited	Manufacturing	The Authority initiated investigations into the conduct and practices of the undertakings engaged in the paints manufacturing and distribution in Kenya on its own motion pursuant to the provisions of section 31 (1) of the Act.	Section 21 (1) and (3) (a)and Section 38	The Authority concluded the investigations and after considering the parties' submissions, arrived at a determination that Kansai Plascon Limited was in contravention of section 21 (1) and (3) (a) of the Act. Kansai Plascon Limited however appealed the decision at the Competition Tribunal. Plascon later elected to have an out of Tribunal settlement with the Authority pursuant to Article 159 of the Constitution.

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
					The settlement process ongoing.
42	Edenswin Traders Limited vs Agriculture and Food Authority (AFA)	Agriculture, forestry and fishing	The complainant alleged that he had been facing barriers to the export of in-shell macadamia since 2018 attributable to regulatory barriers by the sector regulators and cartels	Section 23 and 24	Investigations are ongoing.
43	Keroche Breweries vs East Africa Breweries Limited (EABL)	Manufacturing.	The Authority received a petition by Bunge La Wananchi against EABL on the allegations of the abuse of dominance in the use of the Euro Brown Beer Bottles.	Section 23 and 24	Investigations are ongoing.
44	M/s CPG Engineering	Manufacturing.	The Authority received a complaint from M/s CPG Engineering, a prequalified firm for possible supply of sample bags to KTDA Factories Solutions Ltd, against M/s	Section 21 & 23/24.	Investigations are ongoing.

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No	Cases/Inquiry	Sector/Market Affected	Case Summary	Relevant Section of the Act	Case Status/Determination
	Solutions vs M/s Bags		Bags and Balers Ltd alleging that, M/s Bags and Balers Ltd were engaging in anticompetitive practices in the sale of the sample bags.		
45	Allegations of Excessive Pricing by Safaricom PLC	Information and Communication (Telecommunications)	The Authority received a complaint on allegations of excessive pricing by Safaricom PLC.	Section 21 and 24	Investigations are ongoing.
46	Motor Assessors Association of Kenya(MAAK)	Financial and Insurance Activities	MAAK sought to engage the Authority on their agreement with Association of Kenya Insurers.	Section 21 and 22	Investigations are ongoing.

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Annex II: Compliance Cases

No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
1	Harambee Sacco vs. Patience Kwekwe	Financial and Insurance Activities (Banking)	The Authority received a complaint on 22nd January, 2018 from Ms. Patience Kwekwe alleging that she applied for a development loan of Ksh. 336,000 in May 2012 for Harambee Sacco (the Sacco) at an interest rate of 12% p.a (or 1% p.m.) which was repayable in 48 months at a monthly deductible amount of Ksh. 7,000 on reducing balance. However, the terms and conditions were altered requiring her to pay at an interest rate of 18% per annum (1.5%p.m) without her knowledge.	Section 9	The Authority established that the Harambee Sacco refunded the shares that had been attached on the complainant`s alleged loan balance and updated their records accordingly. The Sacco also commited to inform its customers of charges, terms and conditions that are imposed on loans prior to their application Based on the findings of the compliance, the matter was closed.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
2	NIC Group PLC and Commercial Bank of Africa (CBA)	Financial and Insurance Activities (Banking)	A merger compliance check on the conditions for the merger approval which required that none of the one thousand, eight hundred and seventy-two (1,872) employees of the merged entity should be declared redundant within a period of 12 months or one calendar year from the date of closing of the transaction	Section 9	The Authority established that parties have complied with the merger conditions.
3	CAK vs KAPA Oil Refineries	Manufacturing	The Authority initiated investigations against KAPA Oil Refineries to determine their compliance with the product information standards and labelling as directed by the Authority on their products namely; Tilly cooking fat, Rinsun and Captain Cook cooking oils.	Section 59(1)(a), 2(a) of the Act; Section 9	Compliance process is ongoing.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
4	CAK vs Delmonte Kenya	Manufacturing	The Authority initiated a compliance process to determine whether Delmonte Kenya had complied with the product information standards and labelling as directed by the Authority on their products namely; Del monte Apple Juice, and Del monte Pineapple juice.	Section 9	Information provided and analysed by the Authority established that Delmonte had complied with the set conditions.
5	CAK vs Ceres Juice (PTY) Ltd	Manufacturing	The Authority initiated investigations against Ceres Juice Ltd to determine their compliance with the product information standards and labelling as directed by the Authority on their products namely: Ceres Hanepoot White Grape Juice.	Section 9	The Authority established that parties have complied with the set conditions.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
6	CAK Vs DPL Festive Limited	Manufacturing	The Authority initiated investigations against DPL Festive limited to determine the level of compliance to theProduct Information Standards on bread labelling	Section 55, (a) (i))60 (1) and 59(a), 2(a) and Section 9	Matter was closed after it was established that DPL complied with the set standards.
7	CAK vs Choppies Enterprises Kenya Limited	Manufacturing	The Authority initiated investigations against Choppies Ltd to confirm compliance with Product Information Standards on bread labelling.	Section 55, (a) (i))60 (1) and 59(a), 2(a) and Section 9	The matter was finalized because the companies had exited the Kenyan market.
8	CAK vs Broadways Bakery Limited	Manufacturing	The Authority initiated investigations against bread manufacturers. The aim of the investigations was to confirm compliance with product	Section 55, (a) (i))60 (1) and 59(a), 2(a)and Section 9	The matter was finalized as Broadway Bakery Limited had complied with the information standards and labelling as required by the Authority

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
			information Standards on bread labelling		
9	CAK vs Mini Bakeries	Manufacturing	The Authority initiated investigations against Mini Bakeries to determine the level of compliance with Product Information Standards on bread labelling.	Section 55, (a) (i))60 (1) and 59(a), 2(a) and Section 9	Compliance is ongoing.
10	CAK vs Akiyda 2000 Ltd	Manufacturing	The Authority initiated investigations against Akiyda to confirm compliance with Product Information Standards on bread labelling.	Section 55, (a) (i))60 (1) and 59(a), 2(a) and Section 9	Compliance is ongoing.
11	CAK Vs Tusker Mattress Limited	Manufacturing	The Authority initiated investigations against Tusker Mattress Ltds to determine the level of compliance with Product	Section 55, (a) (i))60 (1) and 59(a), 2(a) and Section 9	The matter was closed because Tusker Mattresses had ceased operation.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
			Information Standards on bread labelling.		
12	CAK vs Uchumi Supermarkets	Manufacturing	The Authority initiated investigations against Uchumi Supermarkets to determine the elevel of compliance with Product Information Standards on bread labelling.	Section 55, (a) (i))60 (1) and 59(a), 2(a) and Section 9	The matter was finalized as Uchumi had complied.
13	CAK vs Uzuri Foods	Manufacturing	The Authority initiated investigations against Uzuri Foods to determine the level of compliance with Product Information Standards on bread labelling.	Section 55, (a) (i))60 (1) and 59(a), 2(a) and Section 9	The matter closed as Uzuri had complied.
14	CAK vs Bakhresa Food Products Ltd	Manufacturing	The Authority initiated investigations against Bakhresa to confirm compliance with Product Information Standards on its	55 (a) (i) and 60(1) of the Act and Section 9	Compliance is ongoing

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
			product namely Azam Pineapple Juice.		
15	CAK Vs Tiramisu Bakery Kenya.	Manufacturing	The Authority initiated investigations against Tiramisu Bakery to determine the level of compliance with Product Information Standards on bread labelling.	Section 9	The matter was closed following compliance by the Tiramisu Bakery Kenya Ltd.
16	Rogers Onyancha vs Almasi Beverages Ltd	Manufacturing	The compliance was aimed at determining adherence with the requirement by the Authority that Almasi Beverages Ltd offers an appropriate remedy to the complainant who found a foreign matter in soda.	Section 9	The Authority established that Almasi Bottler Limited has put in place detterence measures specifically on quality assuarance checks to ensure that the conduct does not recur and the therefore the matter was closed.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
17	Proposed Sale of Motor Vehicle and Refusal to Refund Purchase Deposit	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he deposited Ksh. 60,000.00 with the accused with the intention of buying a vehicle from him. However, upon inspection by a mechanic, the vehicle was found to be defective. The accused was not willing to refund him the whole amount.	Section 9	The matter was closed as the complainant was compensated on agreeable terms with the accussed party.
18	Lilian Kinyua vs Toyota Kenya Ltd (TKL)	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Authority initiated investigation to determine the level of compliance with its condition that Toyota Kenya provide the complainant with a new lorry and allow her to inspect the same before accepting delivery and pay for the lorry in instalments.	Section 9	The Authority received information confirming that the parties have complied with the conditions

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
19	CAK vs E-Commerce Companies	Wholesale and retail trade; repair of motor vehicle and motorcycles.	The Authority interrogated JazaCart's terms and conditions and noted that they were in Latin language and further, the Return Policy page did not provide relevant information to consumers. The purpose of the compliance was to determine adherence with the Authority's order that the terms and conditions be in English and to provide adequate information to consumers on return policy.	Section 56 (1) of the Act.	Compliance is ongoing.
20	Cocav – Cola Sabco East Africa and Almasi Beverages	Manufacturing	The Authority had approved acquisition of Almasi Beverages Limited by Coca Cola Sabco (East Africa) Limited (CCSEA) with conditions. The purpose of the investigation was to determine compliance with the conditions.	Section 42 and Section 9	Compliance is ongoing.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
21	HID corporation and De- La- Rue Limited	Manufacturing	The Authority on 31st July 2019 approved the implementation of the acquisition 100% of the issued share capital of De La Rue Kenya Limited by HID Corporation Limited on condition that all the existing contacts of the target (De La Rue Kenya Limited) with the Kenyan Government be honoured. The Authority therefore initiated investigations to determine compliance with the conditions imposed.	Section 9	From the information provided, it was established that HID and De La Rue have honoured the contracts with the Kenyan government. The matter was therefore closed.
22	Indio Oceania Ventures and Mayfair Healthcare Holdings Limited	Finance and Insurance Activities.	The authority approved acquisition of Mayfair Healthcare Holdings Limited by Indo Oceania Ventures Limited on condition that all the employees totaling to one thousand two hundred and fifty-seven (1,257) would be retained post-merger. The	Section 9	It was established that parties have complied with the set conditions and the matter was closed.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
			compliance check was therefore carried out to determine compliance with the merger approval condition		
23	Unilever Overseas Holdings and Chemi Cotex Kenya Limited	Manufacturing	The merger was approved by the Authority on condition that the acquirer continues providing the products (Whitedent, Bodyline, Baby Soft, Skin Glow, Siri, U & Me, Lovely, Barnister and Tressa) of the target in the market for at least three (3) years after the completion of the	Section 9	The compliance check was closed because the parties did not consummate the merger.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
			transaction.Subsequently, a merger withdrawal was filed by the parties.		
24	Print Exchange Limited KUL Graphics Limited and the Rodwell Press Limited , Print Kenya , Digital Hub and Colour Print	Other Service Activities (Printing).	The Authority approved establishment of a joint venture and the acquisition of certain assets of KUL Graphics Limited, the Rodwell Press Limited, Printfast Kenya Limited, Digital Hub Limited and Colour Print Limited by the Print Exchange Limited, on condition that the parties keep at least one hundred and forty-six (146) employees of the merging parties (102 permanent and 44 on contract)	Section 9	The matter was closed as the Authority's established that the parties had complied.
25	National Cement Company and ARM Cement PLC	Manufacturing.	The Authority approved the acquisition of all the assets, business and properties of ARM Cement Plc by National Cement Company Limited on condition that: the	Section 9	Compliance is ongoing

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
			merged entity ensures continued operation of the Kaloleni and Athi River plants of the target and that following completion of the proposed transaction the acquirer retains at least one thousand and fifty four (1054) (95%) of the one thousand one hundred (1100) employees of the target post-merger. A compliance check was therefore carried out to confirm compliance with conditions imposed on merger approval.		
26	Metro Concepts Africa Limited and the Plastics Manufacturers Business	Manufacturing	The Authority approved the acquisition of plastic manufacturing business of Metro Plastics (Kenya) Limited by Metro Concepts East Africa Limited on condition that; the acquirer absorb	Section 9	The matter was closed following full compliance by parties.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
			at least ninety (90) employees of the target. The compliance check was therefore conducted to determine adherence to the merger approval conditions		
27	Marinivest S.R.I and Iganazio Mesina & C.S.P and RoRo Italia	Transportation and Storage (Logistics).	The Authority approved the acquisition of control of Ignazio Messina & C.S.P.A and RoRo Italia by Marinivest S.R.I with conditions.	Section 9	Compliance ongoing.
28	Kenya Commercial Bank and National Bank of Kenya	Finance and Insurance Activities. (Banking).	The Authority approved the acquisition of 100% issued shares in National Bank of Kenya Limited by KCB Group Plc on condition that; Ninety (90) percent of the employees of the merged entity equal to five thousand five hundred	Section 42	Compliance is ongoing.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
			and seventy-two (5,572) be retained for a minimum period of two year.		
29	Amethis Retail and Naivas International	Wholesale and retail trade; repair of motor vehicles and motorcycles	The Authority approved the acquisition of control of Naivas International by Amethis Retail. Analysis revealed that it was unlikely to negatively affect competition but likely to raise negative public interest issues hence was approved with conditions.	Section 42 and Section 9	Compliance is ongoing.
30	Kenol Kobil now RUBIS SAS and Gulf energy Holdings Limited	Electricity, gas, steam and air conditioning supply (Petroleum and petroleum products)	The transaction involved acquisition of control of Gulf Energy Holdings Limited by KenolKobil Plc. Analysis revealed that the transaction was unlikely to affect competition negatively but would raise negative public	Section 9	Compliance is ongoing

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
			concerns hence was approved with conditions.		
31	CAK vs Basco Paints	Manufacturing	The Auhtority initiated a compliance process to determine the level of compliance to the commitments made on the settlement agreement. Basco Paints had committed to put in place a Competition Compliance Program and sensitize its key staff on it.	Section 9	Th matter closed following compliance by Basco Paints.
32	KOKO and VIVO Exemption	Electricity, gas, steam and air conditioning supply	Compliance with the decision on the Authority to reject some of the conducts for which Exemption was allowed.	Section 9	The parties complied and the matter closed.
33	Tuskys Matresses Limited Franchising Project	Wholesale and retail trade; repair of motor	The Authority received an advisory request from Tusker Mattresses Limited regarding a Franchising project.	Section 9	Th matter closed because Tuskys Matresses had exited the market.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
		vehicles and motorcycles			
34	Total – Gapco	Electricity, gas, steam and air conditioning supply (Petroleum and petroleum products)	The merger was approved with condition relating to: employment; and hospitality storage services offered to third parties at terminal 2 in the Mombasa storage facility.	Section 9	The parties have complied with the conditions at merger level for the 1st anniversary checks There will be subsequent compliance checks on the 2nd and 3rd anniversaries of the merger.
35	Samson Wanyangu And Toyota Kenya Ltd	Wholesale and retail trade; repair of motor vehicles and motorcycles	Compliance check to verify adherence of a duly executed undertaking by Toyota Kenya Limited.	Section 9	The matter closed following compliance by party.
36	Animal Feeds Association	Manufacturing	The Authority required Unga Feeds to roll out the approved DOSA and Distributor Agreement	Section 9	Compliance is ongoing

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
37	Cooper K Brands	Agriculture, Forestry and Fishing (Agrochemicals).	The Authority carried out investigations to determine Cooper K. Brands' compliance with the conditions to review their Strategic Business Partner Agreements as guided in the Exemption granted.	Section 9	Compliance is ongoing
38	Edible Oils and Fats	Manufacturing	The Investigations concluded that the use of USFDA reference by manufacturers of edible oils and fats may create a misleading impression to consumers that the product was tested by the USFDA. This was in contravention of section 55 of the Competition Act No. 12 of 2010, which prohibits suppliers of goods and services from giving false and misleading information to consumers. The investigation was initiated to determine compliance with orders	Section 9	Compliance is ongoing

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
			of the Authority regarding review of product labelling.		
39	CAK vs Tumaini Supermarkets (Quickmart)	Manufacturing	The Authority initiated investigations against Tumaini to confirm the level of compliance with Product Information Standards on bread labelling.	Section 55, (a) (i))60 (1) and 59(a), 2(a) and Section 9	Compliance is ongoing.

Annex III: Exemption Applications

No.	Application	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Status
1.	Energy Dealers Association	Electricity, gas, steam and air conditioning supply.	The Energy Dealers Association applied for an exemption on potential restrictive trade practices relating to a mutual cylinder	Section 25	Evaluation of the exemption is ongoing.

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No.	Application	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Status
			exchange agreement on Cylinder Reciprocal and Hospitality Agreement of 2019 signed among its members for a period of ten (10) years.		
2.	Cooper K Brands (CKL)	Agriculture, Forestry and Fishing (Agrochemicals).	CKL sought an exemption application in regard to certain provisions of their Strategic Business Partnership agreements which may be prohibited under the provisions of section 21(3) of the Act. This application was presented based on a request by Cooper to review the decision of the earlier exemption application	Section 25	Exemption granted with condition to review their Strategic Business Partner Agreements as guided.
3.	East Africa Tea Trading Association (EATTA)	Agriculture, Forestry and Fishing (Agrochemicals)	EATA sought exemption for setting brokerage fees on warehousing	Section 25	Analysis of exemption is pending awaiting court decision

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No.	Application	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Status
4.	Hass Petroleum Limited & Safe Energy Limited	Electricity, gas, steam and air conditioning supply	The Authority received an exemption application from Hass Petroleum Ltd and Safe Energy Ltd applying to be exempted in the cylinder exchange mutual agreement between themselves.	Section 25	The evaluation was discontinued due to inability of the parties to provide information.
5.	Cereal Millers Association(CMA)	Manufacturing.	CMA applied for an exemption regarding information they intend to share among themselves and also to participate in meetings determining the farm gate price of wheat. .	Section 21	Evaluation of theexemption is ongoing.

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Annex IV: Advisory Opinions

No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
1.	Motor Assessors Association of Kenya(MAAK)	Financial and Insurance Activities.	MAAK sought advise from the Authority on whether their agreement with Association of Kenya Insurers is compliant to the provisions of the Act.	Section 21 and 22	Analysis of the matter is ongoing.
2.	Advisory on Content Syndication Agreement between Wireless Group Media Ltd and Radio Africa Limited	Information and Communication	The Authority received an advisory opinion request regarding Radio Africa Group Limited on transmission of live audio programs with commentary of the 2019/2020 English Premier League within Kenya.	Section 25 A	An advice was provided that the arrangement did not raise any significant competition concerns and therefore did not meet the threshold for exemption as outlined in Section 25 of the Act.
3.	Rich Kids International	Public Procurement	Rich Kids International engaged the Authority sought advice on whether the method used by the Kenya Government in procuring services related to Mobile Payment System and E-citizen platform in	Section 9 (1) (c)	Advisory opinion was issued indicating that the matter did not fall within the ambit of the Act

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
			Kenya are in contravention of Competition Act.		
4.	Altima Africa Limited on KAA's tender RFP NO. KAA/RT/RFP/HQ/0049/2020-2021	Public Procurement	Altima Africa sought advice on certain clauses with regard to the tender; RFP NO. KAA/RT/RFP/HQ/0049/2020-2021 floated by KAA as they opined that the clauses were restrictive.	N/A	The review of the matter established that it falls outside the purview of the Act and subsequently forwarded to PPRA. The parties were advised accordingly.
5.	London Distillers Kenya Ltd	Wholesale and retail trade; repair of motor vehicles and motorcycles	London Distillers Kenya Limited sought the Authority's position with regards to the Kenya Revenue Authority's (KRA) Directive on setting of minimum prices of liquor bottles at Kshs.150 ex-factory price.	Section 21	A review of the request established that the, pursuant to section 5(b) of the Act, the imposition or collection of tax does not constitute trade. Additionally, the act does not apply to internal transactions within government or to state corporations like Kenya Revenue Authority. Based

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
					on the findings, the party was advised accordingly.
6.	ACE TAF, GOGLA and SOFIES	Electricity, gas, steam and air conditioning supply (Solar Energy)	Africa Clean Energy Technical Assistance Facility (ACE TAF), GOGLA and SOFIES engaged the Authority to be advised on their intentions to formulate a Producer Responsibility Organization (PRO) in line with the draft Environmental Management and Co-Ordination (Extended Producer Responsibility) Regulations (2020) and were concerned that this arrangement may raise competition concerns.	Section 21	The parties were advised that the set-up of the PRO as requested by the draft Extended Producer Responsibility Regulations posed competition concerns related to the agreement which may be addressed by invoking the provisions of Section 25 and 26 of the Act dealing with exemptions.
7.	Cereal Millers Association (CMA)	Manufacturing	CMA sought guidance from the Authority on whether information they intended to share contravenes the Provisions of the Act.	Section 21	Cereal Millers Association was advised that they should apply for exemption before implementing the proposed arrangement.

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No	Cases/Inquiry	Sector/ Market Affected	Case Summary	Relevant Section of the Act	Current Status
8.	Advisory opinion on the Proposed Smartphone Financing Agreement between Safaricom and M-KOPA	Financial and Insurance Activities (Telecommunication)	M-KOPA Kenya Limited (M-KOPA) engaged the Authority in respect of a proposed collaboration with Safaricom PLC in relation to a proposed smartphone financing arrangement. M-KOPA sought the Authority's confirmation that the arrangement does not constitute a restrictive trade practice or a form of anticompetitive practice under the Act.	Section 21(1), (3)	The parties were advised based on the information provided, that the proposed arrangement does not constitute a restrictive trade practice.

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Annex VII: Notifiable Mergers for FY 2020/2021

No.	Title	Sectors	Nature of the Transaction	Determination
1.	Ashut Plastics Limited and Ashut Engineers Limited	Manufacturing	The transaction involved acquisition of the plastic manufacturing business by Ashut Plastics Limited from Ashut Engineers Limited.	Approved unconditionally
2.	Branch International Limited and Century Microfinance Bank Limited	Finance and insurance	The transaction involved acquisition of 84.89% of the issued share capital in Century Microfinance Bank Limited by Branch International Limited.	Approved on condition that; i. The acquirer and the target will each maintain the terms agreed with the borrowers in respect of all the loans existing in their loan books at the time of the acquisition; and ii. The acquirer and the target will each retain their existing performing and non-performing loans in accordance with their terms up to and until the expiry of such loans so long as the said terms are not in

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No.	Title	Sectors	Nature of the Transaction	Determination
				contravention of the provisions of the Act.
3.	Kenblest Processors Limited and Mcneel Millers Limited	Manufacturing	The transaction involved acquisition of control of the wheat milling business of Mcneel Millers Limited by Kenblest Processors Limited.	Approved unconditionally.
4.	Bioline Group Sas and Dudutech Integrated Pest Management Limited	Agriculture	The transaction involved acquisition of 100% issued share capital of Dudutech Integrated Pest Management Limited by Bioline Group SAS.	Approved unconditionally.
5.	Auron Energy Limited and Gulf Energy Limited	Petroleum distribution	The transaction involved acquisition of 80% issued share capital of Gulf Energy Limited by Auron Energy Limited.	Approved unconditionally.
6.	Globeleq Geothermal (Kenya) Limited QPEA GT Menengai Limited	Energy	The transaction was an acquisition of control of QPEA GT Menengai Limited by Globeleq Geothermal (Kenya) Limited.	Approved unconditionally.
7.	AFG International B.V and Panalpina Airflo Complex	Logistics	The transaction involved acquisition of 100% shares in Panalpina Airflo Complex by AFG International B.V.	Approved unconditionally.

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No.	Title	Sectors	Nature of the Transaction	Determination
8.	The Trustees Of Princeton University ("Acquirer") and Mpala Wildlife Foundation, INC. ("MWF") and Mpala Ranch Limited ("MRL") (MWF and MRL are together referred to as "Targets")	Wildlife management	The transaction involved acquisition of control in Mpala Wildlife Foundation Inc. (MWF) and Mpala Ranch Limited (MRL) by the Trustees of Princeton University.	Approved unconditionally.
9.	Max Grains Limited and Kenblest Limited	Manufacturing	The transaction involved acquisition of control of the Maize milling business of Kenblest Limited by Max Grains Limited.	Approved unconditionally.
10.	Nampak Southern Africa Holdings Limited and Elopak A.S.	Manufacturing	The transaction involved formation of a joint venture between Nampak Southern Africa Holdings Limited and Elopak A.S.	Approved unconditionally.
11.	Ascent Capital Holdings Africa II Limited Platcorp Holdings Limited Acquisition	Finance and Insurance	The transaction involved acquisition of 10% ordinary shares with control in Platcorp Holdings Limited by Ascent Capital Holdings Africa II Limited.	Approved Unconditionally.
12.	Zep Re (PTA) Reinsurance Company) Agriculture And Climate Risk Enterprise Limited	Finance and Insurance	The transaction involved acquisition of 56% of the issued shares of Agriculture and Climate Risk Enterprise Limited (Acre Africa) By Zep Re (PTA Insurance Company).	Approved Unconditionally.

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No.	Title	Sectors	Nature of the Transaction	Determination
13.	The Co-operative Bank of Kenya Limited and Jamii Bora Bank Limited	Finance and insurance	The transaction involved acquisition of control of Jamii Bora Bank Limited by the Co-operative Bank of Kenya Limited.	Approved Unconditionally.
14.	Bohemian Flowers Limited and Oserian Development Company Limited	Floriculture	The transaction involved acquisition of business and certain assets of Oserian Development Company Limited by Bohemian Flowers Limited.	Approved Unconditionally.
15.	Aaryan Investments Limited and Bidco Land O' Lakes Limited	Manufacturing	The transaction involved acquisition of 50% of the issued share capital in Bidco Land O' Lakes Limited by Aaryan Investments Limited.	Approved Unconditionally.
16.	Victoria Bank Limited and Montessori Learning Center Limited	Education	The transaction involved acquisition of 24.897% issued share capital in Montessori Learning Center Limited by Victoria Bank Limited.	Approved Unconditionally.
17.	Kenblest Foods Limited and Kenblest Limited	Manufacturing	The transaction involved acquisition of the Bakery business belonging to Kenblest Limited by Kenblest Foods Limited.	Approved Unconditionally.
18.	Linkham Services Limited and Resolution Leapfrog Holdings Limited	Healthcare	The transaction involved acquisition of 100% issued share capital of Resolution Leapfrog Holdings Limited by Linkham Services Limited	Approved on condition that the parties comply with other regulatory approvals.
19.	Pan African Housing Fund L.L.C and Nakuru Meadows Development Limited	Real Estates	The transaction involved acquisition of additional 50% share capital in Nakuru Meadows Development Limited by Pan African Housing Fund L.L.C.	Approved Unconditionally.

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No.	Title	Sectors	Nature of the Transaction	Determination
20.	Agri-Vie Fund II Proprietary Limited and Glacier Products Limited	Agriculture	The transaction involved acquisition of control of Glacier Products Limited by Agri-Vie Fund II Proprietary Limited.	Approved Unconditionally.
21.	Proto Energy Limited and Sea Gas Kenya Limited & Solutions East Africa Limited	Energy	The transaction involved acquisition of business and assets of Sea Gas Kenya Limited & Solutions East Africa Limited by Proto Energy Limited.	Approved on condition that the merged entities shall retail at least 80% of the target's employees amounting to at least eighty-eight (88) employees post merger.

Annex VIII: Non-Mergers

No	Title	Sectors	Nature of the Transaction	Authority's Decision
1.	Joseph Wachira Mbuthia and Edward Odufuwa Agricultural Center Limited	Agriculture	The transaction involved transfer of shares in Edward Odufuwa Agricultural Center to Joseph Wachira Mbuthia.	Transaction was not subject to the provision of Part IV of the Act.
2.	Actuarial Services East Africa Limited, Esop Administrator Services Limited and The Business of Benefits at Work Limited	Pension administration	The transaction involved acquisition of the Business at Work Limited by Actuarial Services East Africa Limited through ESOP Administrator Services Limited.	Transaction was not subject to the provision of Part IV of the Act.

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No	Title	Sectors	Nature of the Transaction	Authority's Decision
3.	Ratnalu Mohan Choundrey, Mohamed Gani Sadiq Batcha, Mohamed Gani Mohamed Ehiya, Nirzar Ratnakar Jundre and Eco Roses Limited.	Agriculture	The transaction involved the acquisition of (90%) ordinary shares of Eco Roses Limited by Ratnalu Mohan Choundrey, Mohamed Gani Sadiq Batcha, Mohamed Gani Mohamed Ehiya, Nirzar Ratnakar Jundre and Florinvest Holding AG.	Transaction was not subject to the provision of Part IV of the Act.
4.	Baljit Gurdev Virdee and Gurdev Singh Virdee and Gurdev Engineering Construction Works Limited.	Construction	The transaction involved acquisition of shares in Gurdev Engineering Construction Works Limited By Baljit Gurdev Virdee and Gurdev Singh Virdee	Transaction was not subject to the provision of Part IV of the Act.
5.	Sinotruk (Hong Kong) International Investment Limited and Sinotruk (Hong Kong) Capital Holding Limited	Manufacturing	The transaction involved acquisition of shares from Sinotruk (Hong Kong) Capital Holding Limited to Sinotruk (Hong Kong) International Investment Limited	Transaction was not subject to the provision of Part IV of the Act.
6.	African Alliance Kenya Investment Bank Limited and African Alliance Kenya Securities Limited	Finance and Insurance	The transaction involved acquisition of assets and assumption of liabilities of African Alliance Kenya Securities Limited by African Alliance Kenya Investment Bank Limited.	Transaction was not subject to the provision of Part IV of the Act.

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No	Title	Sectors	Nature of the Transaction	Authority's Decision
7	Northern Kenya Growth Capital and Northern Kenya Growth Capital Limited	Finance and insurance	The transaction involved a business transfer between Northern Kenya Growth Capital and Northern Kenya Growth Capital Limited	Transaction was not subject to the provision of Part IV of the Act.
8.	Shareholders of Phillips Pharmaceuticals Limited and Philips Pharmaceuticals Limited	Distribution	The transaction involved restructuring of Phillips Pharmaceuticals Limited	Transaction was not subject to the provision of Part IV of the Act.
9.	Car Track Holdings Limited and Cartrack Technologies Asia Pte	Security	The transaction involved sale of one hundred and twenty-seven thousand five hundred (127,500) ordinary shares in Retriever Limited by Car Track Holdings Limited and Cartrack Technologies Asia Pte	Transaction was not subject to the provision of Part IV of the Act.
10.	DH3 Holdings Limited and DH3 Kenya Limited	Real estates	The transaction involved acquisition of the entire issued share capital of DH3 Kenya Limited by DH3 Holdings Limited.	Transaction was not subject to the provision of Part IV of the Act.
11.	EDF International SAS and Econet Energy Kenya Limited	Energy	The transaction involved acquisition of 50% of the issued share capital in Econet Energy Kenya Limited by EDF International SAS.	Transaction was not subject to the provision of Part IV of the Act.

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No	Title	Sectors	Nature of the Transaction	Authority's Decision
12.	Liberty Holdings Limited and Liberty Kenya Holdings Plc	Finance and insurance	The transaction involved the acquisition of an additional 15.724% of the issued share capital of Liberty Kenya Holdings Plc by Liberty Holdings Limited.	Transaction was not subject to the provision of Part IV of the Act.
13.	Lifecare Hospitals Limited and Lifecare Hospitals Bungoma Limited.	Healthcare	The transaction involved an internal re-organization of Lifecare Hospitals Limited and Lifecare Hospitals Bungoma Limited.	Transaction was not subject to the provision of Part IV of the Act.
14.	TT Africa Real Estate Company Limited and Meru Greenwood Park	Real estates	The transaction involved acquisition of 52.4% of the issued share capital of Meru Greenwood Park by TT Africa Real Estate Company Limited.	Transaction was not subject to the provision of Part IV of the Act.
15.	LOLC Mauritius Holdings Limited and Key Microfinance Bank PLC	Finance and insurance	The transaction involved acquisition of 73.29% of the issued share capital of Key Microfinance Bank PLC by LOLC Mauritius Holdings Limited	Transaction was not subject to the provision of Part IV of the Act.
16.	Redhill Estate and Tissue Kenya	Manufacturing	The transaction involved transfer of 51% of the issued shares in Tissue Kenya to Jaimini A Patel (Redhill Estate).	Transaction was not subject to the provision of Part IV of the Act.
17.	MR. Igal Roni Elfezouaty and Dhihirisha Limited	Real estates	The transaction involved acquisition of 1 share in Dhihirisha Limited by MR. Igal	Transaction was not subject to the provision of Part IV of the Act.

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No	Title	Sectors	Nature of the Transaction	Authority's Decision
			Roni Elfezouaty from Mr. Stephen Mureithi Ngugi	
18.	Amir Grinnerberg and Powernet Limited	Distribution	The transaction involved acquisition of the entire issued share capital of Powernet Limited by Amir Grinnerberg.	Transaction was not subject to the provision of Part IV of the Act.

Annex IX: Merger Exclusions

No.	Title	Sectors	Nature of the Transaction	Authority's Approval
1.	Nathan Kalumba and Interstrat Limited	Hospitality	The transaction involved acquisition of 753 shares equivalent to 59% of the issued share capital in Interstrat Limited by Nathan Kalumba	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
2.	Goodlife Pharmacy Limited and Eurose Enterprises Limited	Healthhcare	The transaction involved acquisition of certain assets of Eurose Enterprises Limited by Goodlife Pharmacy Limited	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
3.	Goodlife Pharmacy Limited and Salama Pharmaceutical Limited	Healthcare	The transaction involved acquisition of certain assets of Salama Pharmaceutical Limited by Goodlife Pharmacy Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.

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No.	Title	Sectors	Nature of the Transaction	Authority's Approval
4.	Zanzibar Pharma Limited and Celon Laboratories Private Limited	Manufacturing	The transaction involved acquisition of control of the Celon Laboratories Private Limited by Zanzibar Pharma Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
5.	Baraza Limited and Toboiyat Media Services Limited	Telecommunication	The transaction involved acquisition of the assets of Toboiyat Media Services Limited by Baraza Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
6.	Kanti Naran Manji Patel and Nitaben Kanti Patel and Ojijo Properties Limited	Real Estate	The transaction involved acquisition of Land in Nairobi through acquisition of shares in Ojijo Properties Limited by Kanti Naran Manji Patel and Nitaben Kanti Patel	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
7	Acumen Fund Inc. and Ed Partners Africa Holdings Limited	Finance	The transaction involved acquisition of indirect control of Ed Partners Africa Holdings Limited by Acumen Fund Inc.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
8.	Sterling Capital Limited and African Alliance Kenya Investment Bank Limited's (Aakib)	Finance	The transaction involved divestiture of Clients' accounts from Stock Brokerage by African Alliance Kenya Investment Bank Limited to Sterling Capital Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.

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No.	Title	Sectors	Nature of the Transaction	Authority's Approval
9.	Ravji Karsan Sanghani, Nautamlal Ravji Sanghani Harshad Kumar Ravji Sanghani t/a R.K. Sanghani and Orbit Enterprises Limited	Mining & Quarrying	The transaction involved purchase of certain assets of Orbit Enterprises Limited by Ravji Karsan Sanghani, Nautamlal Ravji Sanghani Harshad Kumar Ravji Sanghani and R.K. Sanghani	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
10.	Mitchell Cotts and Cold Solutions Kenya Holdings Limited	Warehousing and logistics	The transaction involved acquisition of minority shareholding with certain controlling rights in Cold Solutions Kenya Holdings Limited by Mitchell Cotts Freight Kenya Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
11.	Africa Health Holdings Limited and Acquisition of Control of Meridian Health Group Limited	Healthcare	The transaction involved acquisition of control of Meridian Health Group Limited by Africa Health Holdings Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
12.	Nestlé S.A. and the Bountiful Company Limited	Manufacturing	The transaction involved acquisition of sole control of The Bountiful Company Limited by Nestlé S.A.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.

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No.	Title	Sectors	Nature of the Transaction	Authority's Approval
13.	Chandaria Industries Limited and Transafrica Paper Mills Limited	Manufacturing	The transaction involved purchase of certain assets of Transafrica Paper Mills Limited by Chandaria Industries Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
14.	Evo Pack Limited and Digital Packaging Innovation Holdings Limited	Floriculture	The transaction involved acquisition of certain assets of Digital Packaging Innovation Holdings Limited by Evo Pack Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
15.	Evergreen Crops Limited and Evergreen Herbs Limited	Floriculture	The transaction involved acquisition of assets of Evergreen Crops Limited by Evergreen Herbs Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
16.	Adrian Group Limited and Atlas Tower Kenya Limited	Telecommunication	The transaction involved acquisition of 40% share capital in Atlas Tower Kenya Limited by Adrian Group Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
17.	Network International Holdings Plc (NIH) and 3G Direct Pay Holdings Limited (DPO Holdings)	Finance	The transaction involved acquisition of control of 3G Direct Pay Holdings Limited by Network International Holding PLC.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.

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No.	Title	Sectors	Nature of the Transaction	Authority's Approval
18.	Salaam African Bank and Uwezo Microfinance Bank Limited	Finance and Insurance	The transaction involved acquisition of control of Uwezo Microfinance Bank Limited by Salaam Africa Bank.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
19.	Zou Fengqi and Raysut Cement Trading (East Africa) Ltd	Trading	The transaction involved acquisition of 60% of the issued share capital of Raysut Cement Trading (East Africa) Limited by Zou Fengqi	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
20.	EDF International SAS and BBOXX EDF Kenya Limited	Energy	The transaction involved acquisition of 38.462% of the share capital in BBOXX EDF Kenya Limited by EDF International SAS.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
21.	Mayflower Capital Investments Pty Limited and Kilimapesa Gold Pty Limited	Mining	The transaction involved acquisition of the entire issued share capital of Kilimapesa Gold Pty Limited by Mayflower Capital Investments Pty Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
22.	Herburg International 2 B.V. and Nini Limited	Horticulture	The transaction involved acquisition of 99.97% of the share capital in Nini Limited by Herburg International 2 B.V.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.

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No.	Title	Sectors	Nature of the Transaction	Authority's Approval
23.	Novastar Ventures Africa Fund II LLP and Turaco Kenya Ltd	Finance and Insurance	The transaction involved acquisition of control of Turaco Kenya Limited by Novastar Ventures Africa Fund II LLP	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
24.	Atkins Consulting Engineers Limited and the Management Buyout Team	Architectural & engineering consultancy	The transaction involved acquisition of 100% share capital of Atkins Consulting Engineers Limited by the Management Buyout Team.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
25.	Dummen Orange The Netherlands B.V. and Olij Kenya Investment Limited	Real Estate	The transaction involved acquisition of 99.4% of the issued share capital of Olij Kenya Investment Limited by Dummen Orange the Netherlands B.V.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
26.	Jaimini Patel and Propack Kenya Limited	Manufacturing	The transaction involved acquisition of 50% shares in Propack Kenya Limited by Jaimini Patel.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
27.	Lamorna Limited and Herburg International 2 B.V.	Horticulture	The transaction involved acquisition of the entire issued share capital in Lamorna Limited by Herburg International 2 B.V.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.

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No.	Title	Sectors	Nature of the Transaction	Authority's Approval
28.	Anirita Holdings and Anirita Poultry Farm PLC	Agriculture	The transaction involved acquisition of 99.99% of the issued share capital of Anirita Poultry Farm PLC by Anirita Holdings.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.
29.	BigCold Kenya Limited and Alpha Fine Foods Limited	Manufacturing	The transaction involved acquisition of specified business and assets of Alpha Fine Foods Limited by Bigcold Kenya Limited.	Transaction was excluded based on the fact that the turnover and asset figures met the thresholds for Exclusion.

Annex X: Advisory Opinions

No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
1.	Geminia Life Insurance Company Limited and Geminia Insurance Company Limited	Finance and Insurance	The advisory involved transfer of the long-term insurance business of Geminia Insurance Company Limited to Geminia Life Insurance Company Limited.	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation as there was no change in control.
2.	Mwaridi Limited and King'orani Investments	Manufacturing	The advisory involved a merger approved in 2002 but was not implemented and how changes in regulatory regime in Kenya would affect implementation of the same.	Parties were advised that the transaction was concluded under the Prices and Monopolies Department of the National Treasury and Planning and the application of the Act did not extend to this dispensation and they were advised to lodge a fresh application.

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No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
3.	Soc Stores Limited and Kisii Matt Limited (Nyeri Branch)	Distribution	The transaction involved acquisition of the assets of Kisii Matt Limited (Nyeri Branch) By Soc Stores Limited.	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation as there was no business.
4.	Fredrick Otieno Ogola and Samuel Jaco Symington and Tredcor (Kenya) Limited	Manufacturing	The transaction involved transfer of shares in Tredcor (Kenya) Limited from Goodyear SA to Fredrick Otieno Ogola and Samuel Jaco Symington.	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation as there was no change in control.
5.	Sterling Capital Limited and African Alliance Kenya Investment Bank Limited	Finance and insurance	The transaction involved transfer of accounts of African Alliance Kenya Investment Bank Limited To Sterling Capital Limited.	Parties were advised that the transaction required a notification to the Authority prior to its implementation as it would lead to change in control.
6.	Biashara Development Limited, Infpac Limited and Amara Trading Limited.	Real Estate	The transaction involved acquisition of transfer of shares in Biashara Development Limited, Infpac Limited and Amara Trading Limited.	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation as there was no change in control.
7	Britam Holdings Limited and HFC Limited	Finance and insurance	The transaction involved subordinated unsecured loan to be extended to HFC Limited by Britam Holdings Limited	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation as there was no change in control.
8.	CX Disrup Holdings Limited and Daraja	Finance and insurance	The transaction involved acquisition of control of Daraja Microfinance Bank Limited By CX Disrup Holdings Limited.	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation since the parties'

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No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
	Microfinance Bank Limited			combined assets and turnover figures fell below the Ksh 500 million threshold.
9.	Dummen Orange the Netherlands B.V. and Olij Kenya Investment Limited	Finance and insurance	The transaction involved acquisition of 99.4% of the issued share capital of Olij Kenya Investment Limited by Dummen Orange the Netherlands B.V.	Parties were advised that the transaction required a notification to the Authority prior to its implementation since it would result in change in control.
10.	Grainpro Africa and Grainpro Kenya	Agriculture	The transaction involved transfer of Grainpro Phillipines' entire issued share capital in Grainpro Kenya to Grainpro Africa (Incorporated In Mauritius).	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation since there was no change in control.
11.	Lifecare Hospitals Limited and Lifecare Hospitals Bungoma Limited	Healthcare	The transaction involved internal reorganization of Lifecare Hospitals Limited And Lifecare Hospitals Bungoma Limited.	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation since there was no change in control.
12.	Dune Packaging Limited and Bag and Envelope Converters Limited	Manufacturing	The transaction involved acquisition of two sets of machines of Bag and Envelope Converters Limited (In Receivership) by Dune Packaging Limited.	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation since there was no change in control.
13.	Garda World Security Corporation and G4S PLC	Security services	The transaction involved acquisition of G4S PLC by Garda World Security Corporation.	The transaction was notified to Comesa Competition Commission pursuant to the Competition (General) Rules, 2019 which eliminated double notifications.

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No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
14.	CDC Group PLC and GEMS Cambridge International School Limited	Education	The transaction involved divestiture of 18% shareholding with controlling interest in GEMS Cambridge International School Limited by CDC Group PLC	Parties were advised that the transaction required a notification to the Authority prior to its implementation since it would result in change in control.
15.	Genesis Global Limited and Genesis Park Limited	Manufacturing	The transaction involved acquisition of 70% shares in Genesis Park Limited by Genesis Global Limited.	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation since the assets of the parties in Kenya had no business with turnover attributed to.
16.	Jumo World Holdings Limited and Jumo World Limited	Distribution	The transaction involved acquisition of asset sale and purchase between Jumo World Limited and Jumo World Holdings Limited.	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation since there was no change in control.
17.	Business Venture Investments No. 2182 Proprietary Limited and Silica Holdings Proprietary Limited	Real estate	The transaction involved acquisition of control of Silica Holdings Proprietary Limited by Business Venture Investments No. 2182 Proprietary Limited (NEWCO)	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation since the parties' combined assets and turnover figures fell below the Ksh 500 million threshold.
18.	Chania Mall and Quick Mart Limited	Distribution	The transaction involved leasing of stores of Chania Mall surrendered by Tusker Mattresses Limited (Tuskys) Mall to Quick Mart Limited.	Parties were advised that the transaction did not require a notification to the Authority prior

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No	Title	Sectors	Nature of the Request	Authority's Advisory Opinion
				to its implementation there was no business attributable the assets being leased.
19.	Societe De Promotion Et Participation Pour La Cooperation Economique, Investment Fund For Developing Countries And Si Advisers LLP and Global Tea and Commodities Limited	Trading	The transaction involved acquisition of minority shareholding in Global Tea and Commodities Limited by Societe De Promotion Et Participation Pour La Cooperation Economique, Investment Fund for Developing Countries And Si Advisers LLP.	Parties were advised that the transaction required a notification to the Authority prior to its implementation since it would result in change in control.
20.	Compass UK Bidco Limited and Creditinfo East Africa Holdings Limited	Finance and insurance	The transaction involved acquisition of 100% of the issued shares in Creditinfo East Africa Holdings Limited by Compass UK Bidco Limited	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation since the parties' combined assets and turnover figures fell below the Ksh 500 million threshold.
21.	Nairobi Securities Exchange Plc	Stock brokerage	The transaction involved corporate restructure of Nairobi Securities Exchange PLC	Parties were advised that the transaction did not require a notification to the Authority prior to its implementation since there was no change in control.

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Annexes XII: Summary of Consumer Protection Cases

No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
1.	Waiyaki Njomo vs Royal Mabati Factory Ltd (RFML)	Wholesale and retail trade - repair of motor vehicle and motorcycles	The complainant alleged that he paid Ksh. 100,000.00 for corrugated iron sheets at RMFL on 29th March, 2019 and was assured of free delivery within two weeks. However, after a month RMFL asked him to change his order to a different type of sheets and await delivery. Finally, he was forced to pay for delivery.	Section 55 (a) (ii), (v) and (b) (v), 56 (1), (2) (a) and (e)	Due to an increase in complaints against RMFL, was enjoined with other cases against RMFL under general case named CAK vs Royal Mabati Factory Ltd.
2.	Mwendwa Kilonzo vs Emirates Electronics	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he bought a TV. Upon payment he discovered that it did not have certain features as advertised by the undertaking, and therefore, demanded a refund. The seller declined to refund the complainant.	Section 55 (a)(i), 56(1), 64	After the Authority's intervention, the complainant agreed to retain the TV. He was also refunded Ksh. 2,000.00 by the accused. He was satisfied with the redress. The matter was then closed on 16th July, 2020.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
3.	Hesiron Mugwaneza vs Discount Capital Ltd (DCL)	Financial and insurance service activities	The complainant alleged that DCL imposed on him a loan of Ksh. 528,000.00 despite the original loan being bought by Faulu Bank. Further, he alleged that DCL refused to return his logbook yet he did not owe them (DCL) anything.	Section 55(a)(ii) and 56(1), (2)(a)(b)(c)(d) of the Act.	After initiating investigations into the matter, the Authority established that the matter was a subject of court proceedings. The Authority stopped the investigations to allow the courts to make a determination. The Authority closed the matter.
4.	CAK Vs Pioneer Foods Ltd	Manufacturing sector	The Authority received a warning notice to the public issued by COMESA Competition Commission (CCC) that Pioneer Foods had received reports regarding presence of small shards of glass in a batch of Liquid Fruit Red Grape still 330ml cans.	Section 58, 59, 61 of the Act, Section 28(2), 29 of the Rules	After the Authority's investigation and market screening, it was established the subject products were not imported into Kenya. CCC also informed the Authority that further investigations established that the drink does not contain pieces of glass but instead contains Potassium Bitartrate crystals.The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
5.	Stephen Kiptiness vs Kenya Orient Insurance Ltd. (KOIL)	Financial and insurance service activities	The complainant alleged that KOIL refused to fully compensate him for repairs on his car after being involved in an accident. This was despite the two parties mutually agreeing on the terms of compensation.	Sections 55(b)(v), and 56(1), (2)(a)(b)(d)(e) of the Act.	After Authority's intervention, The complainant received 50% of the intended compensation. The case was closed on 13th October, 2020 after the complainant indicated that he was not willing to pursue the matter further.
6.	Irene Ndalo vs Fidelity Shield Insurance	Financial and Insurance activities	The complainant alleged that Fidelity Insurance failed to pay for repairs for her car after it was involved in an accident. Additionally, she alleged that she was unable to secure insurance for her car since the issues regarding the accident had not been fully addressed.	Section 55(a)(ii), 56(1), (2)(a), (d)	Upon initiation of investigations, the Authority established the matter had already been forwarded to the Insurance Regulatory Authority (IRA). The Authority referred the matter to IRA pursuant to section 68 of the Act. The case was closed.
7.	Clyde Munai Mungui vs Kenya Power	Electricity, gas, steam and air conditioning supply	The complainant alleged that Kenya Power billed them highly for electricity consumption between the months of July 2019 and February 2020. The complainant had already engaged Kenya Power but was not satisfied with the resolution.	Section 56(1), 56(2)(a)	The matter was referred to the Energy and Petroleum Regulatory Authority (EPRA) for investigations pursuant to section 68 of the Act. The Case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
8.	Ambrose Ageng'a vs Jubilee Insurance	Financial and insurance activities	The complainant alleged that Jubilee Insurance refused to pay him his pension contributions five months after officially withdrawing from the Salaries and Remuneration Commission Retirement Benefit Scheme.	Section 56 (1) (2) (a)(b)(d) of the Act.	After the Authority's intervention, the complainant was refunded Ksh. 299,979.55 which was net of taxes. Subsequently, the accused party was served with a warning letter because the Authority was of the opinion that the provisions of the Act had been violated. The case was closed.
9.	Nicholas Mutavi Vs UAP Insurance Co. Ltd	Financial and Insurance activities	The complainant alleged that his family had an annual medical insurance cover for their 69-year old mother since 2014-2015 which extended to October, 2020. However, UAP Insurance sent them a notification on 28th August, 2020 informing them that the current product was being replaced with a new one from 1st September, 2020 which costs higher.	N/A	Upon initiation of investigations, the Authority established the matter had already been forwarded to the Insurance Regulatory Authority (IRA). The Authority referred the matter to IRA and the case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
10.	Kenya Association of Travel Agents vs Silverstone Airlines	Air Transport	The complainant alleged that they made flight reservations for their clients but Silverstone Airlines failed to refund the un-utilized air tickets upon cancellation of the flights	N/A	After assessment of the complaint, it was concluded that KATA and its Members (Certified Travel Agents), did not fit the definition of a consumer as provided under Section 2 of the Act. Therefore, KATA was advised to guide their affected passengers to individually or collectively lodge their complaints directly with the Authority; or the Agents through KATA may institute legal proceedings against the accused before a court of law. The case was closed.
11.	Mohamedawal Ibrahim Khalif vs Daikyo Japan Motors Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged he bought a car from the accused and that the car had its odometer tampered to lower the mileage reading.	Section 55(a)(i), 56(1), (2)(a)(d), 59, 64 of the Act	A preliminary assessment of the complaint revealed the alleged alteration of odometer amounts to fraud, which conduct is criminal in nature, therefore lies outside the mandate of the Authority. The complainant had already notified the DCI, KRA, NTSA and KEBS of the matter.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
					He was advised to allow the aforementioned agencies to finalize the ongoing investigations. The case was closed.
12.	Margaret Nyambura Murumu vs Kenya Police HQs	N/A	The complainant alleged that her salary was stopped on 2nd September, 2019 and that she had worked without pay for fourteen (14) months despite not having been charged with any case or offence. Her efforts to have the matter redressed by APS Jogoo House and KPS Vigilance House Headquarters had not been successful.	N/A	After assessment of the matter, the Authority established that it was an employment dispute which is not within the ambit of the Act. It was therefore, referred to the Commission on Administrative Justice (CAJ) on 4th January, 2021. The case was closed.
13.	Lucy Wangai vs Carrefour	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that she bought two bicycles from Carrefour on 31st August 2020 but found them defective upon first use on 15th September 2020.	Section 55(a)(i), 59, 64 of the Act	Through the Authority's intervention, the complainant was refunded the full purchase price of Ksh. 35,069.00. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
14.	Cetrick Shaba vs Neochicks Poultry Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant bought an egg-incubator from Neochicks which did not function as per the advertised specifications	Section 55 (a) (v)	Through the Authority's intervention, the egg-incubator was replaced with a new one that was functioning well to the satisfaction of the complainant. The case was closed.
15.	Wamae & Allen Advocates vs DHL Kenya Ltd	Transportation and Storage	The complainant alleged that a parcel of face masks was sent to them from China through DHL. However, after payment of the required levies of Ksh. 18,672.00, DHL were penalizing them and requesting for additional money for late collection of the parcel yet they were not aware of the arrival of the package which led to delay in picking it.	Section 56(1), 56(2)(a)(c)(d)	Through the Authority's intervention, the complainant was satisfied with the refund of the full amount of Ksh. 18,672.00. The case was closed.
16.	Daniel Mwambonu vs Zuku	Telecommunication	The complainant alleged that Zuku (Wananchi Group) was not providing reasonable internet service despite him upgrading from 5Mbps to 10Mbps bandwidth. He added that the poor internet	Section 55 (a) (ii) of the Act.	The accused party resolved the matter amicably following the Authority's intervention. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			connection had led to disruption of their companies online events.		
17.	Hadad Obuyekha vs Royal Mabati Factory Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he paid Ksh. 150,900.00 to Royal Mabati Factory Ltd for roofing materials on 12th December 2020 but the accused failed to deliver the materials.	Section 55(a)(ii) and 56(1)(2)(a)(e)	Through the Authority's intervention, the complainant was fully refunded his money. The case was closed.
18.	CAK vs Kilimall	E-Commerce	The Authority received a complaint from COMESA Competition Commission that the Kilimall after-sales policy has unfair terms. The Authority confirmed the allegations after review of the Kilimall website.	Section 56 (1)	Through the Authority's intervention, Kilimall revised their after-sales policy and changed the offending clauses as per the Authority's order. The case was closed.
19.	John Maisori vs Banadir Electronics	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he bought a 75-inch TV at Ksh. 186,000.00 in December 2018 which malfunctioned after a few months of use.	Section 55 (a)(i), 60	The Authority's investigations established that the evidence provided by the complainant was found to be inadmissible. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
20.	Genevieve K'Opiyo vs Slumberland	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that she bought an Emerald seal mattress and Emerald Divan from Slumberland Kenya Limited on 24th September, 2020 which turned out to be of poor quality, and the accused was not willing to settle the matter	Section 55(a)(i) and 56(1)(a)(e)	Through the Authority's intervention, the complainant was refunded the full purchase price. The case was closed.
21.	Nelson Munene vs Total Komarock	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged he fueled his car from Total Petrol Station, Komarock in December, 2020. The fuel damaged his fuel pump. However, the accused denied responsibility after the matter was reported to them	Section 55(a)(i), 56(1)(2)(a), 59, 63 and 64	After investigations, it was established that the matter involved possible fuel adulteration and it was therefore, referred to EPRA on 19th May, 2021 for further investigation. The case was closed.
22.	CAK vs Mjengo Ltd	Manufacturing	The Authority initiated investigations into baby food products for violations relating to false or misleading representations occasioned to non-adherence to consumer safety and information standards by manufacturers	Section 55(a)(i), 60 (1)	After investigations, it was established that the label of Nuvita Cereos Honey & Cinamo and Nuvita Choco Chip manufactured and sold by Mjengo Ltd contravened the Labelling of pre-packaged foods Standard that requires a complete manufacturing date

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
					with day, month and year. Mjengo Ltd went ahead to change the labels as per the Authority's requirements. The case was closed.
23.	Hellen Tanui vs Kenya Women Finance Trust (KWFT)	Financial and insurance services	The complainant alleged that she took a loan from KWFT in 2014 and has since paid in full. However, KWFT negatively listed her with Credit Reference Bureau (CRB) making it impossible for her to benefit from loans with other financial service providers	Section 56(1)(2)(a)	Despite several requests and reminders by the Authority, the complainant failed to provide evidence to substantiate these allegations which would have aided the investigations. The case was closed.
24.	Sylvenus M. Chilumo vs Tuskys	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he bought a TV in late 2019 from Tuskys Mombasa. The TV developed problems ,and the accused instructed the complainant to take the TV to Nairobi for repair	Section 55(b)(v) and 56(1)(2)(a)(b) of the Act.	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

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
25.	Lucy Muthoni vs Urithi Housing Cooperative Society Limited (UHCSL)	Financial and insurance activities	The Complainant alleged that she invested Ksh. 1,000,000.00 with Urithi Housing Cooperative Society Ltd (UHCSL) in June 2018 which was supposed to mature in six months where she would have received the principal amount and a 15% interest. Upon maturity of the investment in November 2018, UHCSL failed to honor the agreement. After following up the matter, UHCSL paid her the interest in March 2019 but she did not receive the principal amount.	Section 55(a)(ii)(iv)(v) b(v), 56(1)(2) (a)(b)(d) (e)	Upon the Authority's interventions the complainant was offered a parcel of land valued at the principal amount. The Authority sent a warning letter to the accused. The case was closed.
26.	Lilian Kinyua and Toyota Kenya (TKEN)	Transportation and stotage	The complainant alleged that she bought a 33-seater bus in 2015 , which experienced multiple problems. 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	Section 55 (a) (i) (v), 56 (1) (2) (a) (c) (d) (e), 63 (1) (d) (e) and 64 (1)	The accused entered into a settlement agreement pursuant to section 38 of the Act with the Authority. The accused replaced the bus with a lorry on the same terms for loan repayment, and paid a pecuniary penalty of Ksh. 450,000.00. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			demanded for a refund but TKEN refused by claiming that the vehicle had already been used		
27.	CAK vs E-Commerce Companies	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Authority undertook an audit into online companies' Terms and Conditions (T&Cs) including to refund & return policies	Section 56 (1)	Twenty Six (26) companies' websites were interrogated and eight found to have T&Cs that may contravene the provisions of the Act. Seven of them rectified as ordered by the Authority. One did not respond. The matter is on-going
28.	Michael Otieno vs United Millers Kisumu	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that the accused sold him stale bread yet the bread had not yet expired as per the dates on the label	Section 55(a)(i), 56(1)(2)(a), 59 of the Act	The complainant was unable to provide evidence to enable the Authority investigate the matter. The case was closed
29.	Caroline Simba Vs Kings Manufacturers Ltd	Building Completion and Finishing	The Complainant alleged that on 25th December, 2019, she awarded Kings Manufacturers Limited a tender to supply and install mahogany wood strip flooring and staircase, windows and French doors at her house in	Section 55(a)(i)(ii), 56(1),(2)(a)(b)(e)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			Runda Mhasibu at a cost of Ksh. 3,825,000.00. However, the accused delivered unsatisfactory work and have been unable to rectify the issue despite assurances that they were working on it		
30.	CAK Vs Royal Mabati Factory Limited (RML)	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Authority initiated investigations into twelve complains by RMFL custimers received on various dates between March 2018 and 2020. The complains relate to failure /delays to deliver purchased products, despite RMFL advertising that the offer free delivery countrywide; consumers being forced to change orders after paying for preferred products.	Sections 55 (a) (ii) (v) and (b) (v), 56 (1), (2) (a), (c) (e) and (3)	Ongoing
31.	Fredrick Ondieki Ratemo vs Al-Rahim Trading Ltd	Sale of Motor Vehicles	The complainant alleged that he bought a car from Adeel Akbar d/b/a Al-Rahim Trading valued at Ksh. 680,000.00. He paid a	Section 56(1),(2)(a)(b)(e)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			deposit of Ksh. 470,000.00 by 29th January, 2020 and cleared the balance of Ksh. 210,000.00 in May, 2020. However, the dealer refused to transfer the car ownership to the complainant, in addition to charging higher insurance premiums and car track installation charges		
32.	CAK Vs West Point Processors	Manufacturing sector	The Authority received a warning notice by CCC informing the public of a recall of Pilchard products (Tinned Fish) manufactured by West Point Processors based in Cape Town. The notice informed that the products were not safely canned which could compromise the safety of consumers	Section 58, 59, 61 of the Act, Section 28(2), 29 of the Rules	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
33.	Nancy Kamau vs Digital Electronics Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant paid Ksh. 25,000.00 for a 50 Inch Smart Android TV. However, she was given a 40 inch TV and required to pay an additional Ksh. 1,000.00 and no warranty was issued.	Section 55(a)(v), 56(1)(2)(a)(b)(d)(e)	Ongoing
34.	CAK vs NP Grandour	Wholesale and retail trade; repair of motor vehicle and motorcycles	The Authority received information from CCC that two products (Bio Claire Crème Corporelle Eclaircissante and Black Opal Even True Tone Correct Fade Cream) manufactured by the accused party have been recalled by the European Commission after it was found to contain mercury, which if it accumulates in the body, may damage kidneys, brain and nervous system.	Section 58, 59, 61 of the Act, Section 28(2), 29 of the Rules	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
35.	Agnes Mulati vs Sakiwa Trans SACCO	Financial Sector	The complainant alleged that she borrowed Ksh. 10,000.00 from the SACCO and even after clearing the loan, the SACCO took and sold her husband's cow valued at Ksh. 200,000.00	Section 56(1)(2)(a)(b)(d)(e)	Ongoing
36.	John Mukhwana vs Jubilee Electronics	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he bought solar items amounting to Ksh. 64,000.00. Upon installation the items mis-functioned, and was also given misleading information on the warranty which the accussed intimated by word of mouth to be 25 years but the receipt indicated 12 months. The accused is unwilling to redress	Section 55(a)(i), (b)(v), 56(1)(2)(a)(d)(e)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
37.	Edward Nyaboga vs Andrew Makori	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he paid the accused a total of Ksh. 122,560.00 for supply of timber. However, the accused only supplied timber worth Ksh. 58,025.00 and has refused to supply the remainder or refund the difference.	Section 55(a)(ii) and 56(1)(2)(a)(e)	Ongoing
38.	Jedah Nyaboe vs Guardian Coach	Transportation and storage	The complainant alleged that a dress sent to her through Guardian Coach Courier services was not delivered.	Section 55(a)(ii) and 56(1)(2)(a)	Ongoing
39.	Andrew Kuria vs BIMAS Microfinance Bank	Financial	The complainant alleged that BIMAS Microfinance Bank failed to transfer ownership of a motor vehicle used as collateral on a loan he took in 2011. Now he is unable to use the car as security for other financial service providers.	Section 56(1)(2)(a)(b)(e)	Ongoing
40.	Total Kenya Product Recall	Wholesale and retail trade; repair of motor vehicle and motorcycles	Total informed the Authority that they are voluntarily recalling LPG hose pipes sold in Kenya from 12th June, 2020	Section 59 of the Act, Rule 28 of the Competition General Rules	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
41.	Cooper Tires Product Recall	Wholesale and retail trade; repair of motor vehicle and motorcycles	Cooper tires are recalling some of their tires manufactured between 1st February, 18 and 31st December, 2019	Section 59 of the Act, Rule 28 of the Competition General Rules	Ongoing
42.	Marjorie Okwar vs WWICS Africa	Administrative and Support Services	The complainant alleged that she procured services of WWICS Africa to apply for immigration to Canada. However, after over one year, the accused has not done the paper processing and refused to refund money paid	Section 55(a)(ii), 56(1), (2)(a)(e) of the Act	Ongoing
43.	Peter Amukhobe vs Fones Direct Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he bought a Samsung phone from Fones Direct Ltd which had different features from those presented by the accused's sales agent.	Section 55(a)(i), 56(1)(2)(a),(e)	Ongoing
44.	Mercy Njuguna vs Samiya Furnitures	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	Section 55(a)(i), 56(1)(2)(a),(e)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			was made of particle board which is an inferior quality		
45.	Riaz Gilani vs KAPS Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he was charged parking fees at the Highridge, higher than normal price yet the charges are not well displayed by the accused	Section 55(b)(i), 56(1)(2)(d)	Ongoing
46.	Samson Ototo vs Kishen Holdings Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	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 have refused to fill it	Section 55(a)(i), 56(1)(2)(a)(b)(e)	Ongoing
47.	CAK vs Rok Industries	Manufacturing	The Authority initiated investigations into baby food products sector for violations relating to false or misleading representations occasioned by non-adherence to the consumer	Section 55(a)(i), 60	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			safey and information standards by the manufacturers.		
48.	CAK vs Maisha Microfinance Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	The Authority established contraventions of the provision of the Act by their Terms & Conditions. The MFI was ordered to rectify. The case is ongoing.
49.	CAK vs Choice Microfinance Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	The Authority established contraventions of the provision of the Act by their Terms & Conditions. The MFI was ordered to rectify. The case is ongoing.
50.	CAK vs Daraja Microfinance Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	The Authority established contraventions of the provision of the Act by their Terms & Conditions. The MFI was ordered to rectify. The case is ongoing.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
51.	CAK vs Juhudi Kilimo Microfinance Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	Ongoing
52.	CAK vs FinCredit Microfinance Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	Ongoing
53.	CAK vs MyCredit Microfinance Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	Ongoing.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
54.	CAK vs KWFT Microfinance Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	Ongoing.
55.	CAK vs Key Microfinance Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	The Authority established contraventions of the provision of the Act by their Terms & Conditions. The MFI was ordered to rectify. The case is ongoing.
56.	Simon Karanja vs Platinum Credit Ltd	Financial and insurance activities	The complainant alleged that he took a loan of Ksh. 219,000.00 from Platinum Credit Ltd (PCL) in 2014 and so far he has paid back a total of Ksh. 353,567.00, but PCL is still demanding a balance of Ksh. 501,320.00.	Section 56 (1), (2) (a)(c)(d), (3), Rule 30 & 31 of the Competition (General) Rules, 2019	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
57.	Wiseman Ngigi vs Startimes	Broadcasting Sector	The complainant alleged that he had an account number 02128302882 with Startimes under classic bouquet, where he paid the account for sole purpose of watching channel 156 e-Africa. The channel went off-air from 17th December, 2020. He contacted Startimes customer care on the issue but it was not resolved. He wanted to be refunded his subscription fee.	Section 55(b) (v), 56 (1) (2) (a)	After the Authority's intervention, the complainant was refunded Ksh. 2, 213. The case was closed.
58.	Chris Godman vs Kenya Airways	Air Transport i.e aviation sector	The complainant alleged that Kenya Airways denied him from boarding his flight from Kigali to Nairobi despite him arriving at the airport on time. He was forced to board a second Kenya Airways flight from Kigali to Nairobi and as aresult missed his connecting British Airways flight from Nairobi to London. He was advised to pay for the Kenya Airways flight from Nairobi to London then	Section 55 (b) (v), 56 (1) (2)(a) (b) (d) (e)	After the Authority's intervention, the complainant was refunded Ksh. 415, 263. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			later seek for refund. He paid £3,211.20 to Kenya Airways for a ticket and continued with his journey. He was never refunded despite several follow ups.		
59.	Irene Karuga vs Pride Inn Hotel	Accommodation and Food Service Activities	She made a booking with the hotel and paid a deposit.Due to Corona, she could not travel and requested for refund of her money but the hotel declined. Later on, the complainant confirmed that she was refunded.	Section 55 (b) (v), 56 (1) (2)(a) (b) (d) (e) of the Act.	Before the Authority initiated investigations, the complainant was refunded her money. The case was closed.
60.	Zainabu Abdullatif vs Opalnet Ltd	Retail Sector	The complainant alleged that she bought a Fridge from Opalnet Ltd but after a few months, the Fridge was not cooling. The complainant confirmed that the fridge had been collected by the accused for repair.	Section 55 (a) (i), 56 (1) (2) (a) (d) (e) of the Act	Before the Authority initiated investigations, the complainant confirmed that the fridge had been repaired, and was satisfied with the resolution. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
61.	Rufus Mugambi vs OPPO Shop Mombasa	Wholesale, Retail, Motor Vehicle Sector	The complainant alleged that he purchased an OPPO A93 mobile phone from the OPPO Shop Mombasa. The phone was resulting into the battery levels depleting within about 6 hours compared to the advertised battery duration of 10 hours per day. He complained to the seller who was reluctant to resolve the matter	Section 55 (a) (i) & (v), Section 56 (1)(2)(a) (d) (e)	After the Authority's intervention, the complainant's phone was replaced with a new one. The case was closed.
62.	Servant Jacques vs Kenya Airways Plc	Airline Industry	The Complainant purchased five Kenya Airways tickets in August, 2019, for a flight to taken on 17th December, 2019.KQ represented at the time of purchase, that each ticket was entitled to one (1) free checked-in baggage. However, at the point of check-in, only one ticket would benefit from the free baggage. He was forced to purchase additional baggage allowance for the other four tickets at a rate of USD 150	Section 55 (a) (v), 56 (1) (2) (a) (b) and (d)	After investigations the Authority established that the complainant was not eligible for the free baggage, as the KQ policy was revised effective 23rd October, 2019. The case closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			which was higher than the previous rate.		
63.	Kevin Ithagi vs Kenya Airways	Airline Industry	The complainant bought two (2) tickets for flights scheduled for April, 2020 to Nairobi, at a cost of CHF 1,256. The flights were cancelled and she applied for a refund but was issued with vouchers instead. In September, 2020 requested to redeem her vouchers for flights scheduled for 24th December, 2020 and 10th January, 2021, respectively. However, she paid an additional USD 332.76 as the fare difference. Once again the flights were cancelled and she proceeded to fill an online refund form for CHF 1,256 and USD 332.76. Consequently, she requested for a refund	Section 55(b) (v), 56(1) (2) (a)	Ongoing.
64.	CAK vs Consolidated Bank	Financial and insurance activities	The Authority initiated investigations into the Banks' mortgage facility terms and	Section 56 (1), (2) of the Act.	Investigations revealed that the mortgage facility may have T&Cs that may violate the provisions of

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			conditions for violations relating to unconscionable conduct. The Bank revised its Terms and Conditions and informed the Authority of the rollout on 15th March 2021.		the Act. The bank was required to revise its T&Cs. The case is ongoing
65.	CAK vs DIB Bank	Financial and insurance activities	The Authority initiated investigations into the Banks' mortgage facility terms and conditions for violations relating to unconscionable conduct. The Bank revised its Terms and Conditions and informed the Authority of the rollout on 28th December, 2020.	Section 56 (1), (2) of the Act.	Investigations revealed that the mortgage facility may have T&Cs that may violate the provisions of the Act. The Bank was required to revise its T&Cs. The case is ongoing
66.	CAK vs DTB Bank	Financial and insurance activities	The Authority initiated investigations into the Banks' mortgage facility terms and conditions for violations relating to unconscionable conduct. The bank revised their Terms and Conditions and informed the Authority of the rollout on 22nd April 2021.	Section 56 (1), (2) of the Act.	Investigations revealed that the mortgage facility may have T&Cs that may violate the provisions of the Act. The bank was required to revise its T&Cs. The case is ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
67.	CAK vs NCBA Bank	Financial and insurance activities	The Authority initiated investigations into the Banks' mortgage facility terms and conditions for violations relating to unconscionable conduct. The bank requested for an extension of time of upto 23rd July, 2021 to implement the proposed changes.	Section 56 (1), (2) of the Act.	Investigations revealed that the mortgage facility may have T&Cs that may violate the provisions of the Act. The bank was required to revise its T&Cs. The case is ongoing.
68.	CAK vs Victoria Commercial Bank	Financial and insurance activities	The Authority initiated investigations into the Banks' mortgage facility terms and conditions for violations relating to unconscionable conduct. The bank revised their Terms and Conditions and informed the Authority of the rollout on 1st April, 2021.	Section 56 (1), (2) of the Act.	Investigations revealed that the mortgage facility may have T&Cs that may violate the provisions of the Act. The bank was required to revise its T&Cs. The case is ongoing
69.	CAK vs Bank of Baroda	Financial and insurance activities	The Authority initiated investigations into the Banks' mortgage facility terms and conditions for violations relating to unconscionable conduct.	Section 56 (1), (2) of the Act.	Investigations revealed that the mortgage facility may have T&Cs that may violate the provisions of the Act. The bank was required to revise its T&Cs. The case is ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
70.	CAK vs ABSA Bank	Financial and insurance activities	The Authority initiated investigations into the Banks' mortgage facility terms and conditions for violations relating to unconscionable conduct.	Section 56 (1), (2) of the Act.	Investigations revealed that the mortgage facility may have T&Cs that may violate the provisions of the Act. The bank was required to revise its T&Cs. The case is ongoing
71.	CAK vs Mayfair Bank	Financial and insurance activities	The Authority initiated investigations into the Banks' mortgage facility terms and conditions for violations relating to unconscionable conduct. The bank revised their Terms and Conditions and informed the Authority of the rollout on 23rd April 2021.	Section 56 (1), (2) of the Act.	Investigations revealed that the mortgage facility may have T&Cs that may violate the provisions of the Act. The bank was required to revise its T&Cs. The case is ongoing
72.	CAK vs KCB Bank	Financial and insurance activities	The Authority initiated investigations into the Banks' mortgage facility terms and conditions for violations relating to unconscionable conduct.	Section 56 (1), (2) of the Act.	Investigations revealed that the mortgage facility may have T&Cs that may violate the provisions of the Act. The bank was required to revise its T&Cs. The case is ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
73.	CAK vs Spire Bank	Financial and insurance activities	The Authority initiated investigations into the Banks' mortgage facility terms and conditions for violations relating to unconscionable conduct. The bank revised their Terms and Conditions and informed the Authority	Section 56 (1), (2) of the Act.	Investigations revealed that the mortgage facility may have T&Cs that may violate the provisions of the Act. The bank was required to revise its T&Cs. The case is ongoing
74.	CAK vs Wananchi Group	Telecommunication	The Authority initiated investigations on terms and conditions of the Internet Service Provider for violations relating to unconscionable conduct.	Section 56 (1), (2) of the Act.	Ongoing
75.	CAK vs Airtel Kenya	Telecommunication	The Authority initiated investigations on terms and conditions of the Internet Service Provider for violations relating to unconscionable conduct.	Section 56 (1), (2) of the Act.	Investigations revealed that the the company's T&Cs may violate the provisions of the Act. The company was required to revise its T&Cs. The case is ongoing.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
76.	CAK vs Telkom Kenya	Telecommunication	The Authority initiated investigations on terms and conditions of the Internet Service Provider for violations relating to unconscionable conduct.	Section 56 (1), (2) of the Act.	Investigations revealed that the the company's T&Cs may violate the provisions of the Act. The company was required to revise its T&Cs. The case is ongoing.
77.	CAK vs Simbanet Kenya Ltd	Telecommunication	The Authority initiated investigations on terms and conditions of the Internet Service Provider for violations relating to unconscionable conduct.	Section 56 (1), (2) of the Act.	Investigations revealed that the the company's T&Cs may violate the provisions of the Act. The company was required to revise its T&Cs. The case is ongoing.
78.	CAK vs Nextthing Network Ltd	Telecommunication	The Authority initiated investigations on terms and conditions of the Internet Service Provider for violations relating to unconscionable conduct. The service provider submitted the revised Terms and Conditions on 31st May, 2021	Section 56 (1), (2) of the Act.	Investigations revealed that the the company's T&Cs may violate the provisions of the Act. The company was required to revise its T&Cs. The case is ongoing.
79.	CAK vs Liquid Telecom	Telecommunication	The Authority initiated investigations on terms and conditions of the Internet	Section 56 (1), (2) of the Act.	Investigations revealed that the the company's T&Cs may violate the provisions of the Act. The

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			Service Provider for violations relating to unconscionable conduct.		company was required to revise its T&Cs. The company revised its T&Cs on 18th March, 2021. The case was closed.
80.	CAK vs Greenland Fedha	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2) of the Act.	Ongoing
81.	CAK vs Nyali Capital	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.	Section 56 (1), (2) of the Act.	The Authority established contraventions of the provision of the Act by their Terms & Conditions. The MFI was ordered to rectify. The case is ongoing.
82.	CAK vs Progressive Credit Ltd	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.	Section 56 (1), (2) of the Act.	The Authority established contraventions of the provision of the Act by their Terms & Conditions. The MFI was ordered to rectify. The case is ongoing.
83.	CAK vs Jiweze Ltd	Financial and insurance activities	The Authority initiated investigations into the terms	Section 56 (1), (2) of the Act.	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.		
84.	CAK vs Caritas Microfinance	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.	Section 56 (1), (2) of the Act.	The Authority established contraventions of the provision of the Act by their Terms & Conditions. The MFI was ordered to rectify. The case is ongoing.
85.	CAK vs Yehu Microfinance	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.	Section 56 (1), (2) of the Act.	Ongoing
86.	Charles Lwanga vs Youth Enterprise Fund	Financial and Insurance	The complainant took a loan of Ksh. 208, 000.00 in December, 2014, from Youth Enterprise Fund, which was given in form of an Incubator worth the said amount. The Incubator malfunctioned immediately and he contacted Youth Enterprise	Section 55 (a) (i), (b) (v), 56 (1) (2) (a) of the Act	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			Fund for redress, which they never did. The Youth Enterprise Fund went ahead and listed him with Credit Reference Bureau (CRB) for default in repayment. His efforts to have the issue resolved has been an exercise in futility.		
87.	David Reiner vs Kenya Airways Plc	Airline Industry	The complainant alleged that they were advised by Kenya Airways, to cancel the original ticket and make a new booking, with a promise that they will be refunded. However, Kenya Airways failed to honor their promise.	Section 55 (b) (v), 56 (1) (2) (a) of the Act.	Ongoing
88.	Ibrahim Gichohi vs Mater Hospital	Medical	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	Section (56) (1) (2) (a) (d) of the Act	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			hospital's failure to provide the right bill.		
89.	Jane Mutiso vs Modern Coast Bus	Transport	The complainant purchased two (2) tickets at offices of Modern Coast Bus located ta River Road. They were to travel on 11th May, 2021 to Bumala at 6 am. However, upon arrival at the Company's offices at 5 am they found that the offices were closed. At 6.30 am they were informed that the bus was not available until 12 noon. As per their schedule the new travel time was not feasible and consequently, they cancelled the travel and sought for a refund. Since then she has not received any refund.	Section (55) (b) (v), 56 (1) (2) (a) (e) of the Act	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
90.	Pragna Johar vs HTT Global Holiday and Incentive	Tourism	The complainant alleged that he booked and paid an amount of USD 4,129 (Ksh.412,900.00) for hotel services 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 their money. However, the agent only refunded USD 1,000 in March 2021 (in two installments).	Section (56) (1) (2) (a) (d) of the Act.	Ongoing
91.	Mwende Mutua Vs Bonfire Adventures Ltd	Tourism	The complainant alleged that she had booked for a trip to Thailand for two people which was changed to Zanzibar due to COVID-19 Pandemic restrictions. However, she could not travel due to uncertainty brought about by exitence of Pandemic. She requested for her full refund without deduction of	Section 56 (1) 2(a) (b) (e)	After the Authority's intervention, the complainant was refunded an amount of Ksh.64, 500. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			cancellation charges for the air tickets.		
92.	Walker Insurance Agency Vs Family Bank Ltd	Insurance	The complainant had issued an insurance policy to a customer for a motor vehicle that had been financed by the accused under asset financing. However, the accused required the customer to cancel the contract and to obtain a new policy from another provider.	N/A	An advisory was done to the complainant and the matter referred to the Insurance Regulatory Authority for investigation. The case was closed.
93.	Angeline Wanjiru vs Ideal Accessories	Retail Sector (online)	The complainant purchased a black face mask at total amount of Kshs. 700.00 from the accused through their Instagram page, but she realized that the mask was just a sponge with a filter unlike what had been displayed in Instagram page. She contacted the seller for refund but there was no response.	Section 55 and 56 (1)	After the Authority's in tervention, the complainant was refunded the mask purchase price of Kshs.700. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
94.	Dylan Sonemann vs Kenya Airways	Transport sector	The complainant booked for return flight tickets from Johannesburg to Mahe for 6 passengers. The travel was cancelled due to COVID-19 pandemic. The accused delayed the refund with no explanation.	Section 56 (1) of the Act	After the Authority's intervention, the complainant was refunded the tickets amount of Kshs.181, 183.00. The case was closed.
95.	Boyd Corbin vs Kibo Africa LTD	Manufacturing sector	The complainant alleged to have bought a motorbike from Kibo based on representation that it had higher performance characteristics. However, the motorbike did not perform as promised.	Sections 55 (a) and 56 (1) (2) (a) (b) (d) (e)	After the Authority's in tervention, the complainant was refunded the purchase price of the motorbike of Ksh. 235,000.00. The case was closed
96.	David Mbabu vs Momentum Credit Ltd	Financial Sector	The complainant took a loan from Momentum credit and issued 18 blank cheques for repayment when due. However, he later received demands by the accused to pay the loan through direct deposits failure to which his car would be repossessed. Upon follow up, he found that that blank cheques	Section 56 (1)	The complainant failed to provide evidence to support his allegations. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			issued could not be accounted for by the accused.		
97.	Flowdak Holdings vs Watu Credit	Financial Sector	The complainant took a loan from Watu Credit, however, after repayment for months he realized that his loan balance was not reducing. He calimed to have repaid the whole amount and so he wanted the loan to be stopped.	Section 56	The Authority, upon assessment of the evidences, did not find the accused to have violated the provisions of the Act. An advisory was sent to the complainant. The case was closed.
98.	Alfred Kinyua vs Top Tech	Telecommunication (Internet Services)	The complainant alleged that he paid for 30mbs internet, however, he was supplied with a 10mbs internet.	Section 55 and 56 (1) of the Act	After the Authority's intervention, the complainant was redressed in form of a waiver for internet charges for one month (Ksh.3, 000.00). The case was closed.
99.	Emmanuel Musundi vs Central Motor Services	Service sector	The complainant alleged that he took his car for repairs after an accident, which was estimated at a total Ksh. 252,000. He paid an amount of Ksh.130,000.00 as a downpayment, as required. The repairs took longer time than represented by the	Sections 56 (1) (2)(a) (e)	The Authority's investigations established that the accused had violated the provisions of the Act. An amount of Ksh. 30,738 was imposed to the accused by the Authority, in addition to refunding the complainant an amount of Ksh. 44,800 for the

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			accused, and upon paying the the balance and on collecting the vehicle, he found that some of the parts, such as; horn and doors, were not functioning as required. He was forced to take the car to another garage for repairs and to bear additioanal costs.		additional repair costs incurred. The case was closed.
100.	Christine Gathara vs Skyward Express	Aviation/Transport	The complainant alleged that she cancelled her flight due to COVID-19 restrictions and sought for a refund. However, the Airline had not honoured her request despite numerous reminders.	Section 56 (1)	After the Authority's intervention the complainant was refunded the ticket amount of Kshs.38, 700. The case was closed.
101.	Daniel Mukura vs Opesa	Digital Credit	The complainant alleged that he repaid his loan with O-pesa based on a promise by the accused that he would receive a higher loan amount, with longer repayment period.	Section 56(1)	After assessment of the evidences the Authority did not find the accused to have violated the provisions of the Act. The complainant was advised accordingly and the case closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
102.	Johaness Bullman vs Kenya Power and Lighting Company (KPLC)	Energy	The complainant conducted a private audit of his electricity meter in February 2021, whose outcome showed that the meter recorded more units than the actual units consumed. He believed he was paying paying way higher bills for electricity against his low consumption. He lodged a complaint with KPLC but they seemed uninterested.	N\A	The matter was referred to EPRA and case closed.
103.	Johnson Makanyi vs Naivas Supermarket	Retail	The complainant purchased a fridge guard from Naivas Supermarket, which failed to work. Upon returning it he was asked to wait for a refund. Additionally, the accused had not been crediting his loyalty points. On follow up, he was told it was a systems error.	Section 55 and 56 (1)	After the Authority's intervention, the accused replaced the complainant's defective fridge guard and restored his loyalty points. The case was closed.
104.	Moyes Bhanji Vs Prayosa Tiles	Construction	The complainant alleged that he acquired tiles, which during installation, noted that they	Section 56	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			were of a different shade from what he had ordered. He requested the accused for an exchange, however, it was declined on the basis that they had already been used.		
105.	Joseph Ngengi vs Kilimall	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he purchased a phone from Kilimall, and specifically requested a dual SIM one, however what was delivered was not a dual SIM phone. Kilimall is not willing to refund him	Section 55 and 56	Ongoing
106.	CAK vs KSL	Retail sector	The Authority initiated investigations into baby food products sector for violations relating to false or misleading representations occasioned by non-adherence to the consumer safey and information standards by the manufacturers.	Sections 55, 59 of the Act	The investigations did not establish any violation of the Act by the accused. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
107.	Glorine Vihendah vs Jowyn Credit	Financial Sector	The complainant claimed of that the accused denied her a loan after enticing her to clear her older loan which was not due at the time. After payment, the accused denied the complainant a new loan.	Section 56 (1) of the Act	Ongoing.
108.	David Kombo vs Zuri	Retail	The complainant alleged that he purchased a TV from Zuri in Kisumu which developed issues and the seller is not willing to repair it despite having a valid warranty.	Section 55 and 56 (1) of the Act	The case was closed as the complainant failed to provide additional evidences.
109.	Kenneth Ogembo vs Prudential Assurance	Insurance	The complainant alleged that he took a life assurance cover with Prudential Assurance and at onset of Covid-19, he was not able to keep making the premium payments which prompted him to request for cancellation of the policy and be refunded his dues. To his surprise, he was told that he was owed nothing by the company	Section 55 and 56 (1) of the Act	Ongoing.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			as he had terminated the policy before maturity, a statement contrary to what he was told and at and what is reflected in the terms and conditions.		
110.	Titus Nzioki vs Yaken Enterpises	Retail	The complainant alleged that he purchased a car washing machine which has developed issues and the seller has been repairing it repeatedly to a level that the technician has said it can't be repaired anymore. The seller has refused to replace it or refund him.	Section 56 (1) of the Act	Ongoing.
111.	Donna Onjala vs Phone Place Kenya	Retail	The complainant alleged that she purchased a Samsung phone from Phone Place and it developed issues of a frozen screen after two months. On return, she was told that the phone's warranty did not cover the screen and so was asked to pay Ks. 10, 000 to have the screen replaced.	Section 55 and 56 (1) of the Act	Ongoing.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
112.	Mulanya and Maondo vs KPLC	Energy	The complainant alleged that power was disconnected in their premises and no explanation was given for the same despite having the account's bills cleared. Following the disconnection, they lost an approximated amount of Ksh. 5M in business.	Matter referred to EPRA	The case was closed as the matter was referred to EPRA pursuant to section 38 of the Act.
113.	Joseph Ngure vs Inuka Africa	Financial and serices activities	The complainant alleged that he received a loan from the accused and repaid but the accused still holds his contributed shares with claims that he has a loan balance. Efforts to have a refund of his shares has not been successful.	Section 56 (1) of the Act	The complainant failed to provide evidence to support his allegations. The case was closed
114.	Lilian Gichuhi vs Nakuru Woolshop	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that she purchases a school uniform from the seller after an assurance that the accused knew the desired uniform but the uniform was rejected by the school. She returned the	Section 55 and 56 (1) of the Act	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			uniform but the seller refused to exchange nor refund her to seek the service elsewhere.		
115.	CAK vs Betting Companies	Service Sector	The Authority initiated investigations into the terms and conditions of betting terms for violations relating to unconscionable conduct in their service products.	Section 56 (1) of the Act	Ongoing
116.	Philip Butoyi vs Kemnet Technologies	Internet/Telecommunication	The complainant alleged that he paid for an internet speed of 6mbs but been receiving a lower quality connection with high latency.	Section 55 and 56 (1) of the Act	After the Authority's intervention, the accused resolved the matter amicably by providing the complaint with a free upgrade of the internet package. The case was closed.
117.	Nanjetec vs Wells Fargo	Transport	The complainant alleged that she sent laptops worth Ksh. 2M to Mombasa through Fargo courier services but were not delivered leading to a loss of Ksh. 2M. The accused claims it could be a con games and excuses themselves form the loss.	Section 55 and 56 (1) of the Act	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
118.	Ahmed Hussein vs ZUKU	Internet/Telecommunication	The complainant alleged that he paid for ZUKU internet with a promise of a certain speed but the services have been highly latent.	Section 55 and 56 (1) of the Act	The complainant failed to provide evidence to support his allegations. The case was closed.
119.	Juliana Muthoni vs Mwanainchi Credit	Financial services and insurance activities	The complainant alleged that she cleared her loan early and expected less interest rate applied but was forced to pay more; covering the entire loan period yet the loan did not stay through the period. Efforts to have a refund have not been successful	Section 55 and 56 (1) of the Act	Ongoing
120.	Santiago vs Jambo Jet	Air Transport i.e. Aviation sector	The complainant alleged that Jambo jet unilaterally cancelled his ticket without his knowledge and has failed to refund him his ticket fees.	Section 55 and 56 (1) of the Act	Ongoing
121.	Frank Mugambi vs Computer Village International	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he bought a laptop from the accused which developed issues and was repaired by the seller but the issues persisted. Efforts	Section 55 and 56 (1) of the Act	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			to have further assistance were not successful.		
122.	Duncan Kinyanjui vs Modern Coast	Transport	Modern coast has delayed his refund after it failed to offer transport services due to covid-19 restrictions. He was being forced to use the ticket wanted a refund of the money paid.	Section 56 (1)	Ongoing
123.	David Karungu vs Royal Mbati Ltd	Manufacturing	The complainant paid for roofing materials with Royal Mabati Ltd and was promised that delivery would be made between 3-7 dadys. However, the accused did not honor their word. Delivery had not been made by gthe time of lodging reporting the complaint.	Section 55 and 56 (1) of the Act	Ongoing
124.	Elvis Korir vs Royal Mabati	Manufacturing	He paid for roofing materials with Royal Mabati Ltd and was promised that delivery would be made between 7-10 days but the delivery has not made	Section 55 and 56 (1) of the Act	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			disregarding their prompt promise.		
125.	Keziah Ngugi and Infortech Technologies	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that she procured WIFI installation services from Infortech Technologies but the WIFI failed to work. When the accused failed to fix the issue, the complainant demanded for a refund but she was informed that goods once sold were not refundable.	Section 56(1), 63(1)(d) and 64(1)	The Authority's investigations established that the accused is not an internet service provider but a supplier of a component used in internet communication. The findings were communicated to the parties and the case was closed
126.	Valencia Nathan Vs Tyrex Kenya Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he bought a faulty battery from Tyrex Kenya Ltd and upon following up, he was not accorded any redress. He suspected that the battery was substandard.	Section 56(1), 59(1) and 60 (1)	The complainant failed to provide relevant information for the Authority to initiate inevstigations. The matter was referred to Kenya Bureau of Standards (KEBS) on 22nd July, 2020 and subsequently closed.
127.	Jesse Gatigi Vs Makuyu Community Based Sacco	Financial and insurance activities Services	The complainant alleged that he took a loan of Ksh. 40,000.00 with a service charge of Ksh. 6,000 from the accused. He	Section 56(1)	The Authority's investigations established that the complainant had failed to meet his obligations under the Loan Agreemen and

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			claimed to have repaid the loan amount but the lender still demanded an additional Ksh. 48,810.00 from him and went ahead to partly settle the alleged debt using the complainants savings of Ksh. 16,600.00		had defaulted on his loan repayment. The case was closed.
128.	Joel Bunge Vs Zuku	Communication	The complainant alleged that Zuku changed the password to his account making him unable to use its WIFI services after paying Ksh. 3,000.00 for subscription	Section 56 (1) (2) (a) of the Act	The matter was fully resolved by the the accused and the complainant was able to access Zuku services having been given a renewed password. The case was closed.
129.	Edward Opondo Vs Royal Mabati Factory Limited	Manufacturing	The complainant alleged that he bought iron roofing sheets from Royal Mabati Factory Limited at a cost of Ksh. 283,001.00 but the sheets faded in less than a year to the point that he had to repaint them. The accused had advertised that their products were of good quality.	Section 55 (a) (i) and 64 (1)	After the Authority's intervention, Royal Mabati Factory Limited (RMFL) inspected the roofing sheets and repainted them to the satisfaction of the complainant. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
130.	George Nyanga Vs Spire Bank	Financial and insurance activities services	The complainant alleged that Spire Bank deducted an amount of Ksh. 18,000.00 from his credit card instead of an outstanding debt of Ksh. 3,310.00, without giving any information on the transaction leading to the deduction.	Section 56 (1) (2) (a) (3) & (4) of the Act and Section 30 of the Rules	After the Authority's intervention, the accused amicably resolved the matter by crediting the complaint's account with an amount of Ksh.18,342.97.00. The case was closed
131.	Roselyne and Select Management	Financial and insurance activities services	The complainant alleged that, she requested and paid for her statement from Select Management Limited, however, it was not provided. She wrote to the Authority to close the matter on 17th July 2020. However, she reopened the matter on 11th August 2020 with allegations that the accused was not making deductions as per the Loan Agreement.	Section 56(1)	Through the Authority's intervention, the accused provided the loan statement to the complainant. Further, the second complaint was however closed at the preliminary assessment after the complainant failed to provide the Authority with required information to enable it initiate investigations into the matter.
132.	CAK Vs Fayaz Bakery	Manufacturing	The Authority initiated investigations against bread manufacturers. The aim of investigations was to confirm	Section 55, (a) (i))60 (1) and 59(a), 2(a)	The labelling of Fayaz's break was found to be non-compliant with the requirements of KS EAS 38: 2014 Labelling for Pre-

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			compliance with Product Information Standards on bread labelling.		packaged Foods Standard. The matter was closedafter the accused revised their labels to comply with the KS standard.
133.	Joash Midiwo vs Royal Mabati Factory Limited (RMFL)	Manufacturing	The complainant alleged that he bought iron roofing sheets directly from Royal Mabati at KES 131, 190.00 and Royal Mabati promised to make the delivery within a period of three weeks, which theynfailed to honor. Consequently, he terminated the urchase contract by filling and signing claim forms with RMFLas required. Royal Mabati promised to write him a cheque within 90 days but failed to honor the promise.	Section 55 (b)(v) and Section 56 (1)	After the Authority's intervention RMFL resolved the matter amicably. The case was closed upon confirmation of redress to the complainant However, the case was consolidated under the matter CAK Vs Royal Mabati, which is ongoing.
134.	Stephanie Musiku Vs Sawa Mall (My Thrift Bags)	Wholesale and retail trade; repair of motor vehicle and motorcycles	My Thrift Bags allegedly misled the complainant into buying a bag that was unauthentic (non-genuine brand)	Section 55 (a) (i) (v) (b) (iii)	The Authority's investigations established that the complainant had been accorded an opportunity to inspect and verify the goods before making the payment, and therefore accused

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
					was not in violation of the provisions of the Act. However, the accused was required to revise their conditions on refunds, on their online marketing platform. The case was closed.
135.	Felix Atati Vs IPESA	Financial and insurance activities	The complainant alleged that IPESA promised to waive interest for a loan he took with them if he cleared the loan balance but failed to give the waiver	Section 56 (1) (2) (d)	The Authority closed the case for lack of evidence and on the grounds that the complainant has an obligation to repay the loan amount in full
136.	David Nduati Vs Watu Credit	Financial and insurance activities	The complainant alleged that she took a loan of Ksh. 116,000 from Watu Credit to purchase a motorbike and she dids not understand why the loan balance stood at Ksh. 104,000.00 after repaying a total of about Ksh 103,000.00	Section 56 (1) (2) (a) (c) (3) & (4) of the Act and Rule 32 (1) & (2) of the Competition General Rule, 2019	The Authority closed the case for lack of evidence and the fact tha the borrower was aware of the accused Terms and Conditions for the loan. The case was closed.
137.	Zipporah Waichahi Vs Logistics Electronics	Wholesale and retail trade; repair	The complainant alleged that she was handed a different make of TV after making	Sections 55 (a) (i) (v) and 56 (1) (2) (a) (d) (e)	After the Authority's intervention, the accused refunded the complainant the

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
		of motor vehicle and motorcycles	payment to purchase an LG 4KUHD		full amount she had paid for the TV. The case was closed
138.	Lilian Lugano Vs Faulu Microfinance	Financial and insurance activities	The complainant alleged that Faulu had refused to allow her to clear her loan balance of Ksh. Ksh. 79,000.00 using her shares	Section (56) (1) (2) (a) (b)	After the Authority's intervention, the matter was amicably resolved by the bank by clearing the complainant's loan using her Loan Savings Fund. The case was closed.
139.	CAK and Bbrood Kenya Ltd	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed consumer Product Information Standards and Consumer Saftey Standards.	Section 55, (a) (i))60 (1) and 59(a), 2(a)	The Authority's investigations established that Bbrood Kenya Ltd bread was not in compliance with the prescribed product information standards and ordered them to revise their bread labels to include information on; the batch number, net weight, list of ingredients, and inserting the date of manufacture. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
140.	Beatrice Nthure Nteere Vs Harambee Sacco	Financial and insurance activities services	The complainant alleged that she secured a loan with Harambee SACCO which was serviced from 2003 to 2010. However, 2014 the SACCO resumed deductions of the cleared loan, on the complainant's account without any notice given. The complainant had contacted the SACCO but no redress has been forthcoming.	Section 55 and 56(1)	Ongoing
141.	CAK Vs Honey Processors	Manufacturing	The Authority initiated investigations against packagers of honey. The aim of investigations is to confirm compliance with Product Information Standards on labelling of honey	Section 55, (a) (i))60 (1) and 59(a), 2(a)	Ongoing
142.	CAK Vs Absa Bakery	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance	Section 55, (a) (i))60 (1) and 59(a), 2(a)	The Authority's investigations established that the accused's bread was not in compliance with the prescribed Product Information Standard and

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			with prescribed consumer Product Information Standards and Consumer Saftey Standards.		ordered them to revise their bread labels. The accused complied with the order and the case was closed.
143.	CAK Vs Kenafric Bakery	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed consumer Product Information Standards and Consumer Saftey Standards.	Section 55, (a) (i))60 (1) and 59(a), 2(a)	The Authority's investigations established that the accused's bread was not in compliance with the prescribed Product Information Standard and ordered them to revise their bread labels. The manufacturer opted to settle the matter with the Authority and revised the labelling of their bread to comply with the Act. The case was closed.
144.	CAK Vs Kenblest	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed consumer Product Information Standards and Consumer Saftey Standards.	Section 55, (a) (i))60 (1) and 59(a), 2(a)	The Authority's investigations established that the accused's bread was not in compliance with the prescribed Product Information Standard and ordered them to revise their bread labels. The manufacturer opted to settle the matter with the Authority and revised the

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
					labelling of their bread to comply with the Act. The case was closed. The matter was closed
145.	CAK Vs See Sweet Royale Bakery	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed consumer Product Information Standards and Consumer Saftey Standards.	Section 55, (a) (i))60 (1) and 59(a), 2(a)	The manufacturer informed the Authority that they had exited the Kenyan market. This was confirmed by the Authority. The case was closed.
146.	Eunice Selim Vs City Square Posta	Services- Business services	The complainant alleged that she sent two international parcels, one to Thailand and another to USA. Posta released the parcel destined for Thailand but it did not send the one going to the USA. Tracking the parcel, the complainant discovered that the parcel was still in Nairobi.	Section 56 (1)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
147.	Munyoki vs Mini Bakeries	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) (i)	The Authority's investigations established that the accused's bread was not in compliance with the prescribed Product Information Standard. The manufacturer opted to settle the matter with the Authority. The case is ongoing.
148.	Milton Kitonga Vs Max Investment	Wholesale and retail trade; repair of motor vehicle and motorcycles	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 KES 50,000. The seller handed him a different model from what was agreed on and the vehicle was grounded after developing mechanical problems.	Section 55 (a) (i) and 56 (1) (2) (a) & (d)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
149.	Micah Kipkoech Vs Fargo Courier Limited	Transport Services	The complainant alleged that he sent a parcel using Fargo Courier but the parcel was not delivered to the intended recipient 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)	Ongoing
150.	Cyrus Maina Vs Skyhost Limited	Communication	The complainant alleged that Sky Webhost Kenya Ltd billed him for domain and web hosting services that he already transferred to a different service provider. Sky Webhost allegedly refused to refund him after he made payments for the transferred services.	Section 56 (1) (2) (a) (b) (c) (d)	Ongoing
151.	Evaline Osumba Vs Momentum Credit	Financial and insurance services activities	The complainant alleged that Momentum Credit were charging interest higher than what was provided in the Loan Agreement which resulted in an increment of her loan by about Ksh. 325,000.00	Section 56(2)(a)(c)(d)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
152.	Alice Achieng Vs Samsutech	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that Samsutech repaired her microwave but left it with more damage. The accused has allegedly failed to give a solution despite the complainant having a valid warranty for the product	Section: 55(b)(v); 56 (1), (2) (a)(d)(e); Section 64 (1)	Ongoing
153.	Allan Maturu Vs Marylebone Properties Ltd	Housing	The complainant alleged that the accused (landlord) has forced all tenants in their apartments to subscribe to one internet service provider (Zuku). The tenants are not given a choice to subscribe to other providers.	Section 56(1)(2)(a)&(b)	Ongoing
154.	Charles Kahindi Vs Mogo Finance Group	Financial and insurance activities	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	Section 56 (1) (2) (a) & (d)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			instalments as agreed with the accused.		
155.	Charles Mugwanja Vs Jumia Kenya	E- commerce	The complainant alleged that he purchased a mobile phone from Jumia Kenya but later found out that the phone was counterfeit. His request for a replacement was allegedly rejected	Section 55(a)(i)&(b)(v) and 56(1)(2)(a)&(d)	Ongoing
156.	Faith Owuor Vs Pyjama Loft Me	Retail	The complainant ordered and paid for goods from Pyjama Loft Me but they were never delivered as per the agreed timelines. Her request for refund had not been processed at the time the complaint was lodged with theAuthority.	Sections 55(a)(v) and 56(1)(2)(a)(d) &(e) of the Act	Through the Authority's intervention, the accused refunded the total amount paid by the complainant. The case was closed.
157.	Nidhi Jain Vs Travesay Bookings	Hospitality	The complainant alleged that Travesay changed their hotel after booking and making payments for their preferred hotel. This forced the complainant to change his destination but the accused has	Section 55(1) and 56(1)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			refused to refund the amounts paid.		
158.	Wycliff Amusunzu Vs Rift Solar and Electronics	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he bought two batteries from Rift Solar but later found out that the batteries were faulty	Article 46(1) of the Constitution, Section 56(1) and 64	After the Authority's intervention, the complainant was refunded the full amount of the purchase price for the two batteries. The case was closed.
159.	Denis Onyiego Vs Tadaola Credits Limited	Financial and insurance activities	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 failed to refund him the deposits after failing to grant the promised loan	Section 55(a)(v), Section 56(1)(2)(a) & (d) of the Act & Article 46(1)(c) of the Constitution of	Ongoing
160.	CAK Vs Tresken International Ltd	Manufacturing	The Authority initiated investigations against Tresken's Pic- Nic Break product for violations of false or misleading representation, and compliance with prescribed consumer	Section 55, (a) (i))60 (1) and 59(a), 2(a)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			Product Information Standards and Consumer Saftey Standards		
161.	CAK and Del Monte Kenya	Manufacturing	Samples of Del Monte's Orange Chocolate Juice were reviewed and found that the labelling of the product that it is fortified with vitamins may be misleading to consumers due to the fact that only one type of vitamin (vitamin C) is provided in the list of ingredients. It is also indicated in the labels that the product does not contain preservatives.	Section 55(a)(i) and 60(1)	Ongoing
162.	CAK and Kisima Farm Ltd.	Manufacturing	The Authority initiated investigations Kisima's Kisima Brown Chapati Flour for violations of false or misleading representation, and compliance with prescribed consumer Product Information Standards and Consumer Saftey Standards	Section 55(a) and 60(1)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
163.	Abubakar Andati Vs Longnice Capital	Financial and insurance activities	The complainant alleged that he used Longnice Capital's app to request for a loan after paying a fee of Ksh. 200 which was supposed to be refunded in the event he did not qualify for a loan. The loan was not granted and the amount paid not refunded	Section 55(a)(v)&(b)(v) and 56(1)(2)(a)(b)&(d)	Ongoing
164.	Blessed Corner Mashinani Self Help Group Vs Fountain Enterprises Programme SACCO	Financial and insurance activities	Members of Mashinani Corner Self Help Group lodged a complaint with the Authority alleging that the accused refused to refund their deposits after they made a decision to withdraw from the SACCO	Section 55(a)(v) and 56(1)(2)(a) & (d)	Ongoing
165.	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 they were installed in his house	Section 55(a), 56(1) and 64(1)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
166.	Wilson Shakwila Vs Imani Farewell	Financial and insurance activities	The complainant alleged that Imani Farewell has not refunded his savings of KES 6,000.00 after he withdrew from the the SACCO	Section 56(1)	Ongoing
167.	N. Karmali Vs Lorenzo Drycleaners	Business services	N Karmali alleged that his clothes have been irreparably damaged after using Lorenzo Dry Cleaners services. He has raised the complaint with the cleaners but no redress has been given.	Section 55(a)(ii)&(v), and 56(1)(2)(a)&(d)	Ongoing
168.	William Ochieng Vs SBM Bank	Financial and insurance activities	Mr. Ochieng alleged that SBM Bank restructured his loan of Ksh. 3,500,000 without his authorization	Section 56(1)(2)(a)(b)&(d)(3)&(4)	Ongoing
169.	Mosoti Advocates Vs Jumia Kenya	E- commerce	Their client purchsed a TV set from Jumia which did not have functionalities that had been advertised on Jumia's website.	Section 55(a)	Ongoing
170.	Martin Njuki Vs Savannah Honey Ltd	Manufacturing	Martin Njuki bought beehives worth Ksh. 140,000.00 from Savannah Honey Ltd but the	Section 55(a)(i)&(v), 56(1)(2)(a)&(e) of the Act, and Article	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			quality was lower than that advertised by the accused	46(1)(c)&(d) of the Constitution.	
171.	John Nyakibari Vs Platinum Credit	Financial and insurance activities	It was alleged by the complainant that he took an asset financing loan from Platinum in the year 2016 to purchase a motorcycle. He further alleged that Platinum changed the terms of the loan and refused to release his logbook upon cmpleting the repayment	Section 56(1) (2)(a)(d)& (3)(4)	Ongoing
172.	CAK Vs National Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of banking institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	Investigations 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.
173.	CAK Vs Stanbic Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of banking institutions for violations	Section 56 (1), (2)	Investigations revealed that the company's T&Cs may violate the provisions of the Act. The company was required to revise

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			relating to unconscionable conduct in their loan products		its T&Cs. The company revised its T&Cs to ensure compliance.The case was closed
174.	CAK Vs Standard Chartered Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of banking institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	Investigations revealed that the company's T&Cs may violate the provisions of the Act. The company was required to revise its T&Cs. The case is ongoing.
175.	CAK Vs Consolidated Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of banking institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	Investigations revealed that the company's T&Cs may violate the provisions of the Act. The company was required to revise its T&Cs. The case is ongoing.
176.	CAK Vs Victoria Commercial Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of banking institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	Investigations revealed that the company's T&Cs may violate the provisions of the Act. The company was required to revise its T&Cs. The case is ongoing.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
177.	CAK Vs Diamond Trust Bank	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of banking institutions for violations relating to unconscionable conduct in their loan products	Section 56 (1), (2)	Investigations revealed that the company's T&Cs may violate the provisions of the Act. The company was required to revise its T&Cs. The case is ongoing.
178.	Douglas Rioba Vs Rwandair	Air transport	The complainant alleged that RwandAir failed to replace a baggage that was damaged during a flight he took with the airline	Section 55 (a) (v) (b) (v) and 56 (1) (2) (a) & (d) of the Act	Ongoing
179.	Fridah Wekhomba Vs Metropolitan Sacco	Financial and insurance activities	The complainant alleged that Metropolitan Sacco continued to deduct loan instalments from her pay slip after she cleared repaying a loan she took with the Sacco	Section 56 (1) (2) (a) (d)	Ongoing
180.	CAK vs Healthy U 2000 Lt	Manufacturing	Competition Commission sent a case against Healthy U 2000 Ltd to the Authority on 24th November, 2020 alleging that: That Advertising Regulatory Board (ARB) of South Africa on 11th November, 2020 made a	Section 55(a) (i) and (v),Article 46 (1)(a) and(b) of the Constitution	It was established that there was no contravention of the Act. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			decision that the claims by Herbex through its advert for Herbex Ultraslim are unsubstantiated and the product has no weight loss efficacy as claimed		
181.	Samuel Nzaro Vs Cooperative Bank Ltd	Financial and insurance activities	The complainant alleged that he was debited Ksh. 5,319 by Co-operative Bank for an online transaction he made with Amazon, which he had cancelled.	Sections 56(1) 56 (2) (a) (c) (d)	Through the Authority's intervention, the complainant confirmed that the matter was resolved by the bank by crediting him amount which had been debited. The case was closed.
182.	Reginald Paul Vs Kenya Airway	Transportation and Storage	The complainant alleged that on 31st August, 2020, due to the global COVID-19 pandemic, he was to travel via Kenya Airways on 16th May, 2020 and 31st May, 2020 after paying USD 1,103 (119,454.90). He requested for a refund from the Airline but he has not received any.	Section 56(1), 56(2) (a)(c) and (d)	Through the Authority's intervention, Kenya Airways gave the complainant a full refund of 119,454.90 as per his Ticket. This was confirmed by the complainant. The case was closed.
183.	Benard Mulei Mukuna Vs Eclipse Smart World	Wholesale and retail trade; repair	The complainant alleged that he bought HP Elite Book folio 9480m core i5 which had a faulty	Section 55 a (i), (v) b(v) Section 56 (1), 56	Through the Authority's intervention, Eclipse Smart World refunded the complainant

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
		of motor vehicle and motorcycles	hard disk. When he informed the accused party they refused to exchange it and told him to pay Ksh. 3,500.00 for replacement of the hard disk	(2) (a) (c) (d), 63 and 64:	Ksh. 22,000. He used to purchase the HP Elite Book on 8th October, 2020. The case was closed.
184.	Gerald Kamau vs Jumia Kenya	E- Commerce Retail	The complainant alleged that he purchased a Samsung s8 phone from the Jumia Online platform, However, the phone developed some complications and he took it to the Samsung Customer Care centre at Hilton Arcade He did his research and discovered that the mobile phone is supposed to be used in a Canadian market. Jumia Kenya did not resolve the matter	Section (56) (1) ,55 (a) (ii) (v) (b) (i) 56(1) (2) (a)(c) (e)	The Authority wrote to Mr. Gerald Kamau on 28th July, 2020 advising him The Authority consulted Communication Authority (CA) on the matter and established that the phone was suitable for use in Kenya. The complainant was advised by the Authority to seek remedy from Jumia in terms of repair, and or replacement. The case was closed.
185.	Pauline Chege vs Airtel Kenya	Communication	The complainant alleged that Airtel Kenya failed to renew her Unliminet 1000 on 11th July 2020, despite the fact that her Airtel line had enough airtime.	Sections 55 (a) (v) , 56 (2) (a)	Through the Authority's intervention, the issue was resolved to the complainant's satisfaction and the caseclosed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
186.	Gakenia Wanyutu and Saruk Digital	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that she purchased a Windows 10 disc and Activation key costing Ksh. 10,500.00 from Saruk however, the disc was not compatible with her 32- bit computer, because the accused sold her a 64 – bit software; she sought a refund.	Section 55 (a) (i) (ii) (iii) (v) ,(59) (1) (a) 56 (2) (a), (c) and (e)	Through the Authority's intervention, the complainant was refunded Ksh. 10,500and the accused party removed restrictive terms of sales in their cash sale receipts. The case was closed.
187.	Patrick Kimathi vs Tala Kenya	Financial and insurance services	The complainant alleged that he had cleared a facility he had with Tala, however he was listed with CRB as a defaulter	Section 55 and 56(1)	The matter was resolved amicably by the parties before the Authority could intervene. The case was closed.
188.	Peter Muhuri vs Njeka Electrical and Hardware	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he purchased a bulb that cannot work with his domestic current of 230-240v. He alleged that the bulb lit in the premises of the accused party which had a current of 415v. The accused party refused to give him a functional bulb.	55 a (i) (ii) 56 (1) (2) (a) (d) (e)	Through the Authority's intervention, the accused party refunded the complainant Kshs 350, the amount he used to buy the faulty bulbs. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
189.	Akima Kithanse vs Tuff Steel	Manufacturing	The complainant alleged that he bought 100 No. CCL Nyumba iron sheets and colored ridges at the cost of Ksh. 100,079.35 from Tuff Steel and later stored them in his house. Later when he started to do roofing, he realized that the color of the iron sheets was starting to peel off and that most of them had a white rust. He contacted the accused party for resolution but in vain.	Section 55(a) (i)&(ii) 56(2) (a), (d), (e) , 63 & 64	The complainant received communication from Tuff Steel informing him to send the batch numbers for compensation. The matter was resolved to the complainant's satisfaction. The case was closed.
190.	Ms. Philes Nyasuguta Mose vs Equity Bank	Financial and insurance activities	The complainant alleged that she took a loan of Ksh. 500,000 from Equity Bank. She was told that if she repays the loan in full before the due, they could refund her some amount for the early repayment. She repaid the loan in 2016 via NIC Bank but she is yet to receive a refund	Section: 56(1) (2) (a) and (d)	The complainant did not provide sufficient evidence to investigate the complaint. The matter was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
191.	Patrick Mwirigi Mugambi vs IPESA	Financial and insurance activities	The complainant alleged that he borrowed Ksh. 2500 from IPESA, due to covid19 he defaulted, he later discovered that he was required to pay Ksh. 7200.	Section 56 (1) (2) (a) (c), (3) & (4) of the Act.	The complainant did respond to request for more information. The matter was closed.
192.	George Ooko vs Ikonia Holdings Ltd (Sun Beam Bread Manufacturers)	Manufacturing	The packaging material of Sun Beam bread, shows that the weight of the bread should be 400g, however upon weighing the bread, it was found to be weighing only 201.3g	Section 55 (a) (i), b(i) and Section 60 (1)	Ongoing.
193.	Salome Wanjiru vs Kenya Airways	Transport	The complainant alleged that she 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 Ksh. 50,000 extra amount. When she claimed her refund,	Section 55 (a) (ii) 56 (1) (2) (a) (b) (e) of the Act.	After receiving a communication from KQ, We drafted a letter to the complainant advising her to lodge her refund claim from Air France, as the booking was done by Air France and not KQ. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			KQ kept on referring her to the agency.		
194.	Carol Muasya vs Sun Africa Hotels	Hospitality	The complainant was billed for four bottles of water at a total price of Kshs. 1,000, however, she did not consume the said bottles of water. She noted that the charge of Ksh. 1,000 was sneaked in her total bill of Ksh. 81,014, without her knowledge.	Section (56) (1) (2) (a) (d)	Ongoing
195.	Gertrude Wangui vs Cashnow	Financial and insurance activities	The complainant alleges that; she received a text message from Cashnow enquiring whether she knows Ms. Nancy Murugi Gitonga (Mobile No. 0705157459), who had put her as a referee for a loan amount of Ksh. 507. She had not authorized the said person to use her phone number to procure the said loan, nor had she consented to be used as a referee.	N/A	The complainant failed to support her allegations with evidence to enable the Authority initiate investigations. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
196.	CAK and U FRESH Enterprises Ltd	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed consumer Product Information Standards and Consumer Safety Standards	Sections 55 (a) (i) (ii), 59(1) (a), 60(1) (2) (a) and (b)	Ongoing
197.	Joseph Mwangemi vs GOTV	Communication	The complainant alleged that his GOTV Account Number gets disconnected after 15 days yet he paid Ksh 815 for a monthly package	Section 55 (a) (v) and Section 56 (1) (2) (a) (d)	Ongoing
198.	William Otenyo vs Rupia MFI	Financial and insurance activities	The complainant alleged that he took a loan with the accused, amounting to Ksh. 90,000. But due to Covid-19, he did not service the loan as agreed. His efforts to have the loan restructured yielded no fruit. He wanted them to offset his loan from his accrued shares.	Sections 56(1)(2)(a)(c)(d), Rule 30, 31	Ongoing.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
199.	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 of Ksh. 1,250,000.00, but they failed to abide by terms of contract on installation.	Section 55 (a) (i) & (ii) 56(2) (a), (b), (d) & e and section 63 and 64	Ongoing
200.	Wangari Njoroge vs Saj Ceramics	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that she bought interior fittings and fixtures from Saj Ceramics, at a total cost of Ksh. 26,163.00 She wanted to return some of the products and get a refund or credit to purchase other goods, but Saj Ceramics refused. That Saj Ceramics policy as printed on the receipts is "goods once sold are not returnable."	Section 56(1) 2(a) (c) (e)	Ongoing.
201.	CAK vs Trade Roots Ltd	Manufacturing	The Authority initiated investigations into labelling practices of manufacturers of noodles and sauces to confirm compliance with prescribed Product Information Standards	Section 60 (1)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			and subsequently, provisions of the Act.		
202.	CAK vs Mini Bakeries	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed Product Information Standards and Consumer Safety Standards	Section 55, (a) (i))60 (1) and 59(a), 2(a)	Ongoing
203.	CAK and Akiyda 2000 Ltd	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed Product Information Standards and Consumer Safety Standards	Section 55, (a) (i))60 (1) and 59(a), 2(a)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
204.	CAK vs Tumaini Supermarket	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed Product Information Standards and Consumer Safety Standards	Section 55, (a) (i))60 (1) and 59(a), 2(a)	The Authority's investigations established that the accused's bread was not in compliance with the prescribed Product Information Standard and ordered them to revise their bread labels. The manufacturer revised the labelling of their bread to comply with the Act. The case was closed
205.	CAK and Uzuri (Elliots)	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed Product Information Standards and Consumer Safety Standards	Section 55, (a) (i))60 (1) and 59(a), 2(a)	The Authority's investigations established that the accused's bread was not in compliance with the prescribed Product Information Standard and ordered them to revise their bread labels. The manufacturer revised the labelling of their bread to comply with the Act. The case was closed.
206.	CAK and Broadways	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of	Section 55, (a) (i))60 (1) and 59(a), 2(a)	The Authority's investigations established that the accused's bread was not in compliance with

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			false or misleading representation, and compliance with prescribed Product Information Standards and Consumer Safety Standards		the prescribed Product Information Standard and ordered them to revise their bread labels. The manufacturer revised the labelling of their bread to comply with the Act. The case was closed.
207.	Edward Okedo vs Safaricom	Communication	Mr. Edward Okedo alleged That he subscribed to Safaricom postpaid service but got a bill which is more than Kshs. 2,500. He was not given any proper explanation on the disparity	Section: 56(1) (2) (a) and 56(3) and (4)	The complainant did not provide sufficient evidence to investigate the complaint. The case was closed.
208.	CAK vs Eldomatt	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed Product Information Standards and Consumer Safety Standards	Section 55, (a) (i))60 (1) and 59(a), 2(a)	The Authority's investigations established that the accused's bread was not in compliance with the prescribed Product Information Standard and ordered them to revise their bread labels. The manufacturer revised the labelling of their bread to comply with the Act. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
209.	CAK vs Shivling	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed Product Information Standards and Consumer Safety Standards	Section 55, (a) (i))60 (1) and 59(a), 2(a)	Ongoing
210.	CAK vs Longitude	Financial and insurance activities	The Authority initiated investigations to establish whether there are unconscionable aspects in contracts by Banks to their consumers. Specifically, the area of focus was on mortgage contracts	Section 56 (1)(2) on unconscionable conduct	Ongoing
211.	CAK vs Select Financial Services	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.	Section 56 (1)(2) on unconscionable conduct	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
212.	CAK vs ASA MFI	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.	Section 56 (1)(2) on unconscionable conduct	Ongoing
213.	CAK vs ECLOF	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.	Section 56 (1)(2) on unconscionable conduct	Ongoing
214.	CAK vs Zenka	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.	Section 56 (1)(2) on unconscionable conduct	Zenka does not fit definition of MFI, since it is a mobile lending loan app, hence there is no violation to the Act. The case to be closed.
215.	CAK vs Diversity MFI	Financial and insurance activities	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.	Section 56 (1)(2) on unconscionable conduct	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
216.	CAK and Sansora	Manufacturing	The Authority initiated investigations against the bread manufacturer for violations of false or misleading representation, and compliance with prescribed consumer Product Information Standards and Consumer Safety Standards	Section 55, (a) (i))60 (1) and 59(a), 2(a)	Ongoing
217.	AZT Investments LLP Vs Jotun Kenya ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant allegedly bought paint products from Jotun Kenya Ltd which had been falsely represented to them to contain anti-mould properties amongst others.	Section 55 (a) (i) (v), 59 (1) (a) & (2) (b) & 3 (b), 60 (1) & (7)(a) (b), 63 (c) (d) & (e), 64	The matter was found not to be within the mandate of the Authority and was forwarded to Kenya Bureau of Standards and Anti-Counterfeit Authority. The complainant was advised accordingly. The case was closed.
218.	CAK and Movit	Manufacturing sector	The Authority initiated investigations into claims made by MOVIT on their cosmetics products.	Section 60(1)	The investigations revealed that the product's labelling was in compliance with the product information Standards and provisions of the Act. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
219.	Chioma Onyenwe and Silverstone Air Service Limited	Transport Sector (Aviation)	The complainant allegedly purchased return tickets for flights to Ukunda from Silverstone Air Services Limited through direct Pay worth Ksh. 48,000. Silverstone cancelled his flight during the peak Christmas season.	Section 56 (1), (2) (a) (d) & (e)	After the Authority's intervention, the complainant was refunded an amount of Ksh. 48,000 by Silverstone. The case was closed.
220.	Wanuna Waweru vs SWVL	Transportation and storage	The complainant alleged that customers of SWVL, LLC including himself had funds existing in their wallet as at the time the accused suspended operations due to the COVID-19 Pandemic.However the accused refuded to refund customer funds including his funds, which are contained in their wallets, through M-PESA	Section 56 (2) (a) & (d)	After the Authority's intervention, the complainant was refunded the full amount that was remaining in his wallet Ksh. 1030. The case was closed.
221.	Timsimon Kuria Kimani Vs Safaricom PLC	Telecommunications	The complainant alleged that he recorded music and released it under the name "Bamboo African Bantu" back in 2007 in the United States of America.	N/A	The matter was found not to be within the mandate of the Authority and the complainant was advised to seek redress from

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			When he flew back to Kenya in the year 2012, he found out that Safaricom LTD's caller ringback tone platform "Skizatunes" had placed four of his recordings on their platform and had been selling them since 2009.		Kenya Copyright Board (KECOBO). The case was closed.
222.	Ursula Arogo VS Jumia Kenya	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant allegedly purchased a phone from Jumia and was delivered a wrong item (INFINIX Hot 8 Lite) instead of the ordered INFINIX Hot 8. The charger accompanying the phone was for a Techno phone.	Section 55 (a) (i), (v) & 56 (1) (2) (a) (d) and (e)	After the Authority's intervention, the complainant was refunded Ksh. 11,309 by Jumia. The case was closed.
223.	Dr. Frasia Karua Vs Bio Food Products Limited	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant allegedly purchased Bio Milk with wrong expiry date for the second time in the month of May, only to find out that the milk cuddles on use.	Section 55 (a) (i) & (v), 59 (1) (a) & (2) (b) & 3 (b), 64	After the Authority's intervention, the complainant was refunded the full purchase price for the Bio Food milk products Ksh. 540. The case was closed.
224.	Kips Ngetich Vs Kashway	Financial and insurance service activities	The complainant alleged that due to the outbreak of COVID-19 Pandemic, he was not able to pay his loans with KASHWAY	Section 56 (1) (2) (a), (c), (d), 3 &4	The accused KASHWAY and IPESA resolved the matter with the complainant amicably before the Authority could intervene.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			and IPESA, in time and they kept accruing penalties up to four times the principal amount and imposing unfair interest rates.		They agreed to waive the penalties accruing to the loans. The case was closed.
225.	George Moss vs Jumia Kenya	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant allegedly purchased an iphone 7 from Jumia at a cost of KES. 32000, but the phone developed a software update issue. He contacted Jumia who referred him to a non-existent service center office.	Section 55 (a) (i), (v), (b) (ii) & 56 (1) (2) (a) (d) and (e)	After the Authority's intervention, the complainant was refunded Ksh. 32,000. The case was closed.
226.	Kamau Mwaura Vs Pro-lite bulb	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant allegedly purchased two LED Emergency bulbs from Carrefour-The HUB and one of the bulbs exploded in his living room on the evening of 4th May, 2020. Luckily, no one was hurt.	Section 55 (a) (i) & (v), 59 (1) (a), (2) (b) & (3) (b) and 64	After the Authority's intervention, the complainant, was refunded the purchase amount for the bulbs. The case was closed.
227.	Fred Gathangu Kiige Vs Shopit Ltd	Wholesale and retail trade; repair	The complainant allegedly purchased a battery worth Ksh. 7,500 for his HP Pavilion laptop	Sections 55 (a) (i) & (b) (v), 56 (1), (2) (a) & (d) and 64	After the Authority's intervention, the matter was resolved by the accused

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
		of motor vehicle and motorcycles	from Shopit. Unfortunately, less than a year later, the battery proved to be faulty.		replacing the faulty battery with a new one. The case was closed.
228.	Michael Omweri VS Kenya Women Finance Trust	Financial and insurance service activities	The complainant allegedly took a loan of Kshs. 50,000 from KWFT. After clearing the first loan, he took another loan to buy a motor bike.	Section 56 (1) (2) (d)	The complainant did not provide sufficient evidence and the matter was closed.
229.	Collins Chemjor vs Zuku	Communications	The complainant alleged that he had experienced multiple internet outages despite paying for the internet.	Sections 55 (a) (ii) & 56 (1) (2) (a) (d) & (e)	After the Authority's intervention, the accused resolved by offering the complainant a temporary upgrade of his account to 10 Mbps. The case was closed.
230.	Alice Nyakio vs Platinum Credit	Financial and insurance service activities	The complainant allegedly delayed in making a full payment of the installment for the month of June, 2020. When she called Platinum requesting to make the full payment and any accrued interest, the accused never responded but instead, later repossed her car.	Section 56 (1), (2) (a) & (d)	The complainant indicated that the matter had been resolved amicably, before the Authority could intervene. The case was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
231.	Boniface Kitili vs Lipa Lipa Concepts	Financial and insurance services	The complainant's wife had allegedly sent money mistakenly to Lipa lipa Concepts via Mpesa paybill and Lipa Lipa was unwilling to refund her.	Section 56 (1)(2) (a) (b) (d)	The Authority intervened and the complainant received a full refund Ksh. 1,500. The case was closed.
232.	Sudhakar Naidoo VS Kenya Airports Authority	Transport	The complainant's laptop allegedly got damaged at the airport during checking of luggage in the scanner.	N/A	The incident happened more than 5 years ago and could not be handled by the Authority. The case was closed.
233.	CAK vs Supersleek Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Supersleek Ltd on their cosmetics products	Sections 60 (1) and 55 (a) (i)	Ongoing
234.	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	Section 56 (2) (a) (b) (d) & (e)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			refunds for items purchased from their stores		
235.	Eddy Member Muriuki and Trident Insurance Ltd	Financial and insurance service activities	The complainant alleged that he insured his vehicle with Trident Insurance Company Ltd at a value of KES. 2,000,000. The said vehicle was involved in an accident and he reported the accident to Trident and furnished them with all the supporting documentation. Trident neglected to process his claim despite numerous reminders.	56 (1), (2) (a) (d) & (e)	Ongoing
236.	Competition Authority of Kenya VS Navkaar	Manufacturing sector	The Authority initiated investigations into claims made by the accused on their cosmetics products for violations of false or misleading representations and compliance with requirements of prescribed Product information Standards	55 (a) (i), 60 (1)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			and related provisions of the Act.		
237.	CAK vs Blue Ring Products Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Bluering Products on their cosmetics products	Section 55, 60 (1)	Ongoing
238.	CAK and Alison Products Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Alison Productss on their cosmetics products	Section 55, 60 (1)	Ongoing
239.	CAK vs Mafleva International Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Mafleva International on their cosmetics products	Section 55 and 60 (1)	Ongoing
240.	CAK vs Flame Tree Africa Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Flame Tree on their cosmetics products	Section 55 and 60 (1)	Ongoing
241.	CAK Vs Pameri Organic Shear Butter Kenya	Manufacturing sector	The Authority initiated investigations into labelling done by Pameri on their cosmetics products	Section 60 (1)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
242.	CAK VS Unilever	Manufacturing sector	The Authority initiated investigations into labelling done by Unilever on their cosmetics products	Section 55 (a) (i) & (v) and 60 (1)	Ongoing
243.	Competition Authority of Kenya and Servechem (K) Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Servechem on their cosmetics products	Section 60 (1)	Ongoing
244.	CAK Vs Johnson & Johnson (Pty) Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Johnson (PTY) Ltd on their cosmetics products	Section 55 (a)(i)(v),60(1)(2)(a)	Ongoing
245.	CAK Vs Emami Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Emami Ltd on their cosmetics products	Section 55 (a)(i)(v) and 60(1)	Ongoing
246.	CAK VS Debenham & Fear Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Debenharm on their cosmetics products	Section 55 (a) (i) & (v)	Ongoing
247.	CAK Vs Mentholatum Kenya Ltd	Manufacturing sector	The Authority initiated investigations into claims made by Mentholatum Kenya Ltd on their cosmetics products	Section 55 (a) (i) & (v	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
248.	Jinit Shah Vs Ignite Fitness	Service Sector	The complainant alleged that Ignite closed their facility, denying members access to the gym and utilization of the remaining six (6) month gym fee paid in advance. Ignite has not communicated to him as a member about the future opening of this facility or how to get a refund in the event the prepaid amount remains unutilized.	Section 56 (2) (a) (b) (d) & (e)	Ongoing
249.	Margaret Wairimu Warue Vs Get Bucks Ltd	Financial and insurance activities	The complainant alleged that GetBucks has been excessively deducting money from her pay slip from 2013 to date amounting to KES. 1,700,000, which is a mismatch from what she owes them (KES. 600,000).	Section 56 (2) (a) (c) (d) (3) & (4)	Ongoing
250.	CAK Vs Chemi and Chemi & Cotex Industries LTD	Manufacturing sector	The Authority initiated investigations into claims made by Chemi & Cortex Industries Ltd on its cosmetics product through pictorial presentation	Section 55 (a) (i) & (v), 60 (1)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			and words, that it is made from carrots, which is not reflected on the label of its product as part of the ingredients.		
251.	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 and upon examination, she was advised that the device required a new battery and repair of the charging system. However, upon collection she realized the tablet chad developed other problems; it could not recognize her SIM card, was not charging and the touch screen was unresponsive.	Section 55 (a) (i), Section 56 (1) and (2)	Ongoing
252.	Michael Kihara Vs Momentum Credit Ltd	Finance and insurance services	The complainant alleged that he contacted Momentum Credit for a KES 100,000 logbook loan. However, Momentum disbursed the loan amount to his account before disclosing all	Section 56 (1) (2) (a), (c), (d), (3) & (4)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			the terms and conditions as well as the charges and fees.		
253.	Vruti Shah Vs Ignite Fitness	Service Sector	The complainant alleged that on the commencement of the COVID-19 pandemic, her membership to the club was frozen. The members had not received any correspondence on the reopening since July 2020. She discovered that the gym has been rebranded as Wellness Exclusive.	Section 56 (1) (2) (a) (d) & (e)	Ongoing
254.	Joseph Ouma VS Tegat Tea Factory	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant allegedly bought an expired tea product from Tegat Tea Factory. When he took it back to them, they refused to pick it.	Section 55 (a) (i), 56(1)(2)(a)(d)(e), 59 (1) (a) and 64.	Ongoing
255.	Jacqueus Erasmus vs Kenya Airways	Transport	The complainant alleged that he was meant to travel on Kenya Airways in April last year. However, Kenya Airways failed to refund him after cancelling all the flights.	Section 56(1)(2)(a)(d) (e).	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
256.	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. Bitrate digital is neither willing to refund her nor give her a replacement.	Section 55 (a) (i) (v), (b) (v), 56(1)(2)(a)(d)(e) and 64.	Ongoing
257.	Olive Wamaitha Njogu VS Family Bank	Finance and insurance services	The complainant alleged that she had a mortgage loan she was servicing after retiring from Family Bank. However, a year or so down the line, she started facing difficulties and was unable to service the loan as expected. She finally settled the loan but the bank refused to give her the 20 % waiver on the loan as had been promised in her exit letter.	Section 55 (a) (v), 56(1)(2)(a)(b)(d).	Ongoing
258.	Hellen Munguti VS FEP Sacco	Finance and insurance services	The complainant allegedly had made deposits amounting to Ksh. 25,000 and capital shares amounting to KES. 10000 to FEP SACCO. However, FEP SACCO	Section 56(1)(2)(a)(c)(d) (e).	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			refused to release her deposits upon her request to exit		
259.	Revodesign Studios Vs Eden Blue Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainants allegedly ordered for 25 boxes of floor and Marble tiles from Eden Blue Limited at Ksh. 54,350. However, 3 of the delivered boxes had material that varied from what had been ordered and paid for. Their efforts to have these tiles replaced by the company were futile.	Section 56 (2) (a) (d) and (e), 63 (1) (d).	Ongoing
260.	Peter Kamau Vs Xplico	Finance and insurance services	Xplico allegedly requested Apex to carry out repairs as per the assessor's report of Ksh.. 198,360 pertaining a motor vehicle registration number KCE 442A. Xplico has not paid Apex for five years now despite Apex visiting their offices severally.	Section 24 (2A)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
261.	Kevin Mathenge Vs APA Insurance Ltd	Finance and insurance services	The complainant allegedly got into an accident and immediately notified the insurance. APA said they would access the car and issue the way forward. However, they took more than one year to repair it and APA never communicated the reason for the delays.	Section 56 (1) (2) (a) (d) & (e)	Ongoing
262.	Veronica Likoko Vs Zuku Fibre Ltd	Telecommunication	The complainant alleged that ZUKU internet providers do not provide full information while advertising. ZUKU advertises for 10mbps at KES. 2499 but fails to mention that it just applies for downloads and not uploads.	Section 55 (a) (i) & (v) and 56 (2) (a) (d) & (e)	The matter was resolved before the Authority could intervene. The case was closed on 19th May, 2021.
263.	Makau Maitha Vs Hotpoint Appliances Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant allegedly bought a Bosch washing machine from Hotpoint at a value of KES. 68,995. The machine malfunctioned soon after and was taken back severally. Hotpoint indicated that there is no standard spare	Section 55 (a) (i), (v) & (b) (ii), (v) Section 56 (2) (a) (d) & (e), 63 & 64	Upon the Authority's intervention, the complainant was refunded KES. 68,995 the full amount of the washing machineand the case was closed on 19th May, 2021.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			and therefore, the machine cannot be fixed.		
264.	Abdulkader Ahmed Vs KPLC	Energy	The complainant alleged that two (2) wrong debit transfers were made by KPLC for Ksh.. 76,845 and Ksh. 109, 676 to his company; and that despite several visits and emails sent to KPLC Mombasa office's staff to have the wrong transfers removed, no action has been taken.	N/A	The matter was found not to lie within the ambits of the Authority and forwarded to EPRA.
265.	Daniel Kabiru Vs Computer Village International Ltd	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that Computer Village was advertising defective laptops and that his friend bought a defective laptop from them but was insulted and even thrown out of the Computer Village's premises when they went to complain about the laptop sold to them.	Sections 55(a) (i), 56 (1) (2) (a) (d) & (e), 64 (1)	The matter was closed on 16th April, 2021 due to lack of sufficient evidence to enable the Authority pursue the matter.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
266.	Derrick Kimathi Vs Sampa Electronics	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he was conned by Sampa Electronics where they sold him a 22" TV instead of a 24" TV at KES. 12,000 instead of KES. 7,000. When he went back to Sampa Electronics to complain, he was told that he had already bought the TV and hence they could do nothing about it.	Section 55 (a) (i), 56 (2) (a) (d) & (e), 63	The complainant failed to support his allegations with evidence to enable the authority initiate investigations. The case was closed on 18th May, 2021.
267.	Julius Shiracko Vs Piyanan Sresuwan	Wholesale and retail trade; repair of motor vehicle and motorcycles	The complainant alleged that he remitted some payment (USD 450) to Piyanan Sresuwan through Cooperative Bank of Kenya for supply of a Nissan TD27 Diesel car engine. However, they had not dispatched the item and they never reply to his emails and WhatsApp messages regarding the shipment status.	Section 55 (a) (ii), 56 (2) (a) (c) (d) & (e)	The Authority determined that this was a fraud case and therefore advised the complainant to file the complaint with the Directorate of Criminal Investigations. The case was closed on 18th May, 2021.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
268.	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
269.	Benaiah Mayabi Vs Kenya Railways	Transport	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 acccused on the matter; via email, calls or social media communication on the issue went unanswered.	Section 56 (2) (a) (d) & (e)	Ongoing
270.	Adrian Andre Otieno Vs Wananchi Ltd (Zuku)	Internet	The complainant alleged that he paid for the installation of Zuku internet services, but the service was never installed at his	Sections 55(a)(ii); 56(1)(2)(a)(d) and (e)	Ongoing.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			place of residence and he sought a refund of the money spent.		
271.	Susan Phyllis Gathoni Vs Get Bucks	Microfinance	The complainant alleged that she borrowed a loan from Get Bucks but the terms of borrowing changed without her knowledge and that they were not disclosed to her prior to implementation	Section 56(1)(2) (a) and (b), (3) & (4) of the Act.	Ongoing
272.	John Njuguna Vs Pamlink Computers Ltd	ICT	The complainant alleges that he bought a laptop which malfunctioned by losing all the software on the same night of purchase. He is yet to get a redress for this matter.	Sections 55(a)(i); 56(1)(2)(a); 63(1)(d); and 64(1)	Ongoing
273.	CAK and Amka Products (PTY) Ltd	Manufacturing	The Authority initiated investigations into claims made by the accused on their cosmetics products	Sections 55 (a)(i)(v) and 60(1) of the Act	Ongoing
274.	CAK and Chemplus Holdings Ltd	Manufacturing	The Authority initiated investigations into claims made by the accused on their cosmetics products	Sections 55 (a)(i)(v) and 60(1) of the Act	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
275.	CAK and Microfinance Institutions (BIMA)	MFI	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.	Section 56 of the Act	Investigations revealed that the 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 and the case was closed on 13th July, 2021.
276.	CAK and Microfinance Institutions (Hazina Development Trust Ltd)	MFI	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products.	Section 56 of the Act	Investigations revealed that the 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 and the case was closed 9th July, 2021.
277.	CAK and Microfinance Institutions (Momentum)	MFI	The Authority initiated investigations into the terms and conditions of microfinance institutions for violations relating to unconscionable conduct in their loan products	Section 56 of the Act	Investigations revealed that the 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 and the case was closed on 9th July, 2021.
278.	CAK and Premier Cosmetics	Manufacturing	The Authority initiated investigations into claims made	Sections 55 (a)(i)(v) and 60(1) of the Act	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			by the accused on their cosmetics products		
279.	CAK vs PZ Cussons	Manufacturing	The Authority initiated investigations into claims made by the accused on their cosmetics products	Sections 60(1) of the Act	Ongoing
280.	CAK vs BP Pakistan	Manufacturing	The Authority initiated investigations into claims made by the accused on their cosmetics products	Sections 55 (a)(i)(v) and 60(1) of the Act	The Authority established that the BP Pakistan product in question was compliant with KS EAS 346:2013 and therefore no misleading labeling claims. Since there was no violation of section 55(a)(i)(v) and 60(1) of the Act was established, the case was closed on 21/10/2020.
281.	CAK vs Buyline Industries	Manufacturing	The Authority initiated investigations into claims made by the accused on their cosmetics products	Sections 55 (a)(i)(v) and 60(1) of the Act	The Authority established that the the products in question were compliant with KS EAS 346:2013. The case was closed on 9th March, 2021 after the manufacturer substantiated the products claims.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
282.	CAK vs Chic Intl Trdg	Manufacturing	The Authority initiated investigations into claims made by the accused on their cosmetics products	Section 55(a)(i), (v) and 60(1) of the Act	The accused substantiated the claims made regarding their products. The investigations revealed that the products in question were in compliance with the prescribed Product Information Standards and subsequently the provisions fo the Act. The case was closed on 21st January, 2021.
283.	CAK vs Faulu Flour Mills, Nairobi	Manufacturing	The Authority initiated investigations against the manufacturer maize and wheat flour products, for violations of false or misleading representation, and compliance with prescribed Product Information Standards and Consumer Safety Standards	Section 55 (a)(i) and 60(2)(a)	Ongoing
284.	CAK vs Inter Beauty Products Ltd	Manufacturing	The Authority initiated investigations into claims made by the accused on their cosmetics products.	Section 55 (a)(i) (v)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
285.	CAK Vs Joy Millers Ltd	Manufacturing	The Authority initiated investigations against the manufacturer maize and wheat flour products, for violations of false or misleading representation, and compliance with prescribed Product Information Standards and Consumer Safety Standards	Section 55 (a)(i) and 60(2)(a)	Ongoing
286.	CAK vs Kabansora Millers Ltd	Manufacturing	The Authority initiated investigations against the manufacturer maize and wheat flour products, for violations of false or misleading representation, and compliance with prescribed Product Information Standards and Consumer Safety Standards	Section 55 (a)(i) and 60(2)(a)	Ongoing
287.	CAK vs Karibu Flour Mills Ltd, Mombasa	Manufacturing	The Authority initiated investigations against the manufacturer maize and wheat flour products, for violations of false or misleading representation, and compliance	Section 55 (a)(i) and 60(2)(a)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			with prescribed Product Information Standards and Consumer Safety Standards		
288.	CAK vs Macomas Products	Manufacturing	The Authority initiated investigations into claims made by the accused on their cosmetics products	Section 55 (a)(i) and 60(2)(a)	Ongoing
289.	CAK vs Marico Limited	Manufacturing	The Authority initiated investigations into claims made by the accused on their cosmetics products.	Section 55 (a)(i) and 60(2)(a)	Ongoing
290.	CAK vs Pentonova Ltd UK	Manufacturing	The Authority initiated investigations into claims made by the accused on their cosmetics products	Section 55 (a)(i) and 60(2)(a)	The accused substantiated on the claims made regarding their products. The investigations revealed that the products in question were in compliance with the prescribed Product Information Standards, and subsequently the provisions of the Act. The case was closed
291.	CAK Vs Shalem Millers Ltd	Manufacturing	The Authority initiated investigations against the manufacturer maize and wheat flour products, for violations of	Section 55 (a)(i) and 60(2)(a)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			false or misleading representation, and compliance with prescribed Product Information Standards and Consumer Safety Standards		
292.	CAK vs Silc Solutions Ltd	Manufacturing	The Authority initiated investigations into claims made by the accused on their cosmetics products	Section 55 (a)(i) and 60(2)(a)	Through the intervention of the Authority, the company admitted its mistake on using misleading labeling claims and moved to correct the error on the labelling and the matter was closed on 10th June, 2021.
293.	Cecilia Wandiga Vs Uber Wallet	e-commerce	The complainant allegedly deposited Ksh. 2,000 to her Uber Wallet account to using her mobile phone but after placing a restaurant order, it was canceled and Uber declined refund her.	Section 56(1)(2)(a) of the Act	Through the intervention of the Authority, the complainant money was refunded to her Uber Wallet account and the case is to be closed and a warning served to Uber Wallet company.
294.	Damaris Manjari Vs Cytonn Investments	Investment	The complainant alleged 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%. She later	NA	The Authority after assessment of the facts available established that the matter did not fall within the mandate of the Authority. Pursuant to Section 68 of the Act, it was forwarded to CMA to

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			discovered that the contract denied her the fundamental rights provided for in the Kenyan Constitution.		investigate and make apposite determination. The matter was closed.
295.	Daniel Mwambonu vs Homcome Technologies	ICT	The complainant alleged that he purchased a HP 15 Notebook laptop which Homcom Technologies LTD claimed was new and in good quality, but it malfunctioned only after three days and the screen became totally blank.	Sections 55(a)(i); 63 and 64 of the Act	After, the Authority's intervention, the complainant was refunded the full amount equivalent to the purchase price of the laptop and the matter closed on 21st August, 2020.
296.	Edward Opany Vs Modern Coast Bus	Transport	The complainant alleged that he purchased a travel ticket from Modern Coast bus company for a relative who was to travel from Nairobi to Kampala. The journey was cancelled but company declined to refund the fare.	Section 56(1)(2)(a)(b) and (d) of the Act	Ongoing
297.	Francis Gitahi vs. NBL	Manufacturing	The complainant alleged that he purchased a crate of ½ litre sodas on 2nd August, 2018 but while selling the soda to a	Section 59(1) (a); 63 and 64 of the Act	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			customer, he discovered that one soda contained some black insolvent particles.		
298.	Gbemi Atimomo vs Hotpoint Appliances Ltd	Retail	The complainant alleged that he purchased oil radiator heaters from Hotpoint Appliances Ltd but later discovered they were faulty. He returned them to Hotpoint Service Centre and immediately purchased a different set and requested the company to give him a credit note (refund). The company however insisted that he must pick the repaired heaters and therefore declined to refund him.	Sections 56(1)(2)(a); 63(d); and 64(1) of the Act	The complainant was given a credit note as per his request and the matter resolved amicably. The case was closed.
299.	Hellen Minju vs Jamii Bora/Kingdom Bank	Banking	The complainant alleged that she borrowed a loan from Jamii Bora Bank, now Kindgom Bank but the bank unilaterally	Sections 55 (a) (ii); 56 (1) (2) (a) (b) (c) (d) (e)	Ongoing

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			changed the repayment terms thus rendering her in a default position and was listed with CRB. This prevented her from accessing more loan facilities and also from applying for TSC promotion.		
300.	Anonymous vs Kamureito Water Project	Water	The complainant alleged that Kamureito Water Project shop located at Chebole town was selling dirty and untreated water sourced from Kipsonoi River and does not go through a treatment plant as it should.	NA	The Authority advised the complainant to report the matter with the Water, Sanitation and Environment Department in Bomet County. The matter was then closed.
301.	Ivan Kibet Kapkoi vs Cytonn Investment	Investment	The complainant alleged 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%. She later	NA	The matter does not fall within the mandate of the Authority. Pursuant to Section 68 of the Act, the complaint was forwarded to Capital Markets Authority to make apposite determination. The matter was closed.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			discovered that the contract denied her fundamental rights provided for in the Kenyan Constitution.		
302.	Ji. Blendiou vs Kenya Railways Service	Transport	The complainant alleged that he purchased five (5) SGR tickets for a round trip from Nairobi to Mombasa for 11th -18th April, 2021, but due to travel restrictions by the government in curbing Covid-19 virus, the trip was cancelled. He requested for a refund of money spent but Kenya Railways informed him that no refunds will be processed, but the tickets will be rescheduled to be used by 30th August, 2021.	Section 56(1)(2)(a)(b) and (d)	Ongoing
303.	Luke Luvembe Vs Bob Morgan Sacco Ltd	Sacco	The complainant alleged that he was an employee of BM Security services but his services were terminated without any dues, and was also denied his Sacco	Section 56(1)(2) (a), (b) & (d) of the Act.	Through the Authority's intervention, the employee was paid his share deposit money while the Authority pursues a

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			deposits and dividends plus the welfare contribution money.		refund for his welfare contribution
304.	Neema Ali Vs Jumia Kenya	e-commerce	The complainant alleged that she purchased a Samsung Galaxy Note 9 mobile phone but immediately after starting to use it she discovered that the phone was defective. The phone turned off immediately after being charged to full capacity, and that it turned off immediately it was charged to capacity or after an hour of usage.	Sections 55(a)(i); 56(1)(2)(a)(d)(e); 63 and 64 of the Act	Ongoing
305.	Peter Auma vs Select Management	Micro Finance	The complainant alleged that he borrowed a loan from Select Management Services in Migori. He further claimed that the lender later changed the terms and conditions without his consent and the repayment instalment pushed up. He sought the Authority's intervention that the terms in	Section 56 (1)(2)(a)(b)(c)(d)(e) and (3) of the Act	The Authority established that the complaint had elements of fraud which are criminal and do not lie within its mandate. The complainant was advised to report the matter to DCI. The case was closed on 28th July, 2020

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			the first agreement he signed be adhered to.		
306.	Roselyne Mulanda vs Metropolitan Sacco	Sacco	The complainant alleged she was a member of Metropolitan Sacco Society Ltd but withdrew her membership. When she sought a refund of her savings, she was advised that her payment will mature in two years from the date of application, a conduct she found to be unconscionable since she did not have any outstanding loan with Sacco.	Section 56(1)(2)(a) and (d) of the Act	Through the Authority's intervention, the complainant was refunded her savings and the case was closed on 25th September, 2020.
307.	Samuel kumbu vs NBK	Banking	The complainant alleged that he had borrowed two facilities from National Bank, both which were serviced through checkoff system using his salary account, but he later discovered that he was listed with the Credit Reference Bureau (CRB) on a loan they never gave him and	Section 56(1)(2)(a), (3) and (4) of the Act.	The Authority established that the matter was being investigated by CBK's Fraud Investigation Department. The complainant was therefore advised to allow the CBK to finalize the investigations and offer redress under the Banking

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			through a mysterious account Number which was new to him.		Act. The case was closed on 23rd September, 2020.
308.	Sospeter Obong'o VS O-Kash	Financial	The complainant alleged that he borrowed money from O-Kash Mobile App. He defaulted in payment but later repaid the loan without the penalty. However, O-Kash mobile app continued to charge him a daily rollover fee/penalty of 2% on the amount lent. The complainant sought the Authority's intervention regarding the daily charge which he found to be exploitative to consumers.	Section 56 (1) (2) (a)(b)(c)(d) and (e), (3) and (4) of the Act	The Authority closed the matter after it was established that the complainant was contacted by O-Kash with an aim of recovering the loan but he had failed to respond and later on he indicated that he was not willing to proceed with the matter.
309.	Stanley Mutinda Vs Ruiru Mabati Factory Limited	Manufacturing	The complainant alleged that he placed an order for iron sheets aimed at roofing his house but it took two months to get the order fully executed after the first contact. His efforts to have the iron sheets delivered in good time always received promises	Sections 55(a)(ii); 56(1)(2)(a)(d) and (e) of the Act	After the Authority's intervention, the accused quickly resolved the matter by delivering the products to the complainant. The matter was closed on 13th July, 2021. Ruiru Mabati was issued with a warning letter,

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			which were not met and yet he had paid for the consignment.		
310.	Tobias Okoyo VS National Bank of Kenya	Financial	The complainant alleged that he borrowed a loan from National Bank of Kenya to be repaid in 60 months but NBK over recovered the loan. The bank later listed him with the Credit Reference bureau on grounds of defaulting and declined to give him the 2011 bank statements to proof their allegations.	Section 56 (1)(2)(a)(3) and (4) the Act	After the Authority's intervention, the bank refunded the complaint the over recovered money to the tune of Ksh. 334, 559.12, thus fully settling the matter. The Authority closed the case on 9th July, 2020.
311.	Victor Agasa vs Betlion Kenya	Betting	The complainant alleged that Betlion Kenya was contravening one of its daily jackpot rules which denied him a prize tag of Ksh. 200,000.00 placed a football game.	NA	The Authority having assessed the matter established that it was within the mandate of the Betting Control and Licensing Board (BCLB), and Pursuant to Section 68 of the Act. The matter was referred to BCLB.
312.	Wycliffe Aketch VS Jumia Kenya	e-commerce	The complainant alleged that he bought an iron box from Jumia which had a promotion but when he downloaded the Risiti	Section 55(a)(v); and 56(1), (2)(b)(d) of the Act.	The complainant failed to support his allegations with evidence to enable the Authority initiate investigations. The matter

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			app with a hope of winning, he discovered that the promotion had expired a couple of days ago, contrary to the website advert which indicated that the promotion was on.		was closed on 11th September 2020.
313.	Mr. and Mrs. Stephen Joseph represented by Tariq Khan & Associates Advocates vs Cytonn Investment		The complainant alleged 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%. She later discovered that the contract denied her the fundamental rights provided for in the Kenyan Constitution.	NA	The Authority after assessment of the facts available established that the matter did not fall within the mandate of the Authority. Pursuant to Section 68 of the Act, it was forwarded to CMA to investigate and make apposite determinations. The case was closed
314.	Mr. John Bosco Matheka and Ms. Frida Makau vs Cytonn Investment		The complainant alleged 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%. She later discovered that the contract denied her the fundamental	NA	The Authority after assessment of the facts available established that the matter did not fall within the mandate of the Authority. Pursuant to Section 68 of the Act, it was forwarded to CMA to investigate and make apposite determinations.

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No.	Case	Sector	Case Summary	Relevant Section Of The Act	Case Status
			rights provided for in the Kenyan Constitution.		The case was then closed.

Annex XIII: Buyer Power Cases (Closed)

No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
1	Beta Solutions Limited and Linksoft Integrated Services (East Africa) Limited.	Telecommunication.	Section 24A.	The complainant alleged that it was a sub-contracting for main contractor. Work was done but payments were delayed.	The Authority established that Linksoft had buyer power against Beta Solutions. The supplier had economic dependence on the buyer given the nature of the subcontracting market. The Authority found that there was conduct in abuse of buyer power through delayed payments and unilateral termination by Linksoft. Accused opted to settle. Investigations were closed.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
2	Janpro limited and Mugo Supermarket.	Retail.	Section 24A.	The complaint relates to alleged abuse of Buyer Power by Mugo Supermarket through delays in payment and transfer of commercial risk to the supplier contrary to section 24A(1) and (5). The amount owed totaled Ksh. 60,480 by Mugo Supermarket.	The Authority determined that Mugo did not have buyer power against Janpro and consequently, the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
3	Edwin Nato & Aster Mills.	Retail.	Section 24A.	The complainant alleged that it entered into a partnership with the accused to supply 113 bags of 90kg maize amounting to Ksh. 298,320, payable within three days of delivery by cheque. The same was not honoured.	The Authority determined that Aster Mills did not have buyer power against Edwin Nato and consequently, the conduct complained did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
4	Westwide Construction Company and Tusker Mattresses Ltd.	Retail.	Section 24A.	The complainant, Westside Construction Company, entered into an agreement with Tusker Mattresses Ltd for maintaining and servicing their store lifts and elevators. The complainant alleged non-payment	The Authority determined that the Hoist Maintenance Agreement signed between Westside and Tusker Mattresses Limited referred all disputes arising from the implementation of the contract to determination by a jointly appointed

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
				of Kshs. 4,765,771.18 hence the involvement of the Authority.	arbitrator. The Authority lacked jurisdiction due to the Arbitration clause. Investigations were closed.
5	Naiva Boch Auto Electrician Ltd and Keroche Breweries.	Manufacturing.	Section 24A.	The complainant, Naiva Boch Auto Electrician Ltd, entered into an agreement with Keroche Breweries. The complainant alleged non-payment of Ksh. 628,383 hence the involvement of the Authority.	The Authority determined that Keroche breweries did not have buyer power against Naiva Boch and consequently, the conduct complained of did not qualify as abuse of buyer power as contemplated under the Act. Investigations were closed.
6	Colbriz Super Foods Limited and Alexandre Chocolatiers Ltd.	Manufacturing.	Section 24A.	The complainant alleged that they supplied the accused with unsalted butter, whipping cream and yoghurt but did receive its payments amounting to Kshs. 434,768.	The complainant withdrew the case following the settlement of the agreed amount. Investigations were closed.
7	Tollchem Enterprises Limited and Palco Enterprises Limited.	Manufacturing.	Section 24A.	The complainant, entered into an agreement with the accused. The complainant alleged non-payment of Kshs. 581,280 hence the involvement of the Authority.	The Authority determined that Palco did not have buyer power against Tollchem and consequently, the conduct complained of did not qualify as abuse of buyer power as

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
					contemplated under the Act. Investigations were closed.
8	Ted Owuor and Hyoung (KPA) .	Construction.	Section 24A.	The complainant entered into an agreement with the accused, a contractor working with Kenya Ports Authority to provide road construction services as a subcontractor. The complainant alleged non-payment of a substantial amount hence the involvement of the Authority.	Complainant formally withdrew the case. Investigations were closed.
9	Magna Pater General Supplies and Maku Supermarket.	Retail.	Section 24A.	The complainant entered into an agreement the accused. The complainant alleged non-payment of Kshs. 168,000 hence the involvement of the Authority.	Maku Supermarket did not have buyer power over Magna Pater. Investigations were closed.
10	Phontain Controls (K) Ltd and Tusker Mattresses Ltd.	Retail.	Section 24A.	The conduct complained about included delays in payment for services rendered and unilateral termination of the supply contract.	Authority's enforcement stayed pending outcome of High Court Insolvency Petition E018 of 2020.
11	Kartech Engineering Ltd	Retail.	Section 24A.	The complainant alleged delays in payment for services it offered. Their payments were delayed.	Authority's enforcement stayed pending outcome of High Court Insolvency Petition E018 of 2020.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
	and Tusker Mattresses Ltd.				
12	Exxon Trading Co. Limited and Tusker Mattresses Ltd.	Retail.	Section 24A.	The complainant alleged non-payment of Kshs. 10,557,897 by the retailer hence the involvement of the Authority.	Authority's enforcement stayed pending outcome of High Court Insolvency Petition E018 of 2020.
13	Avaya Connect Limited and Tuskys Supermarket.	Retail.	Section 24A.	The complainant, Avaya Connect Limited, entered into an agreement with the accused. The complainant alleged non-payment.	Authority's enforcement stayed pending outcome of High Court Insolvency Petition E018 of 2020.
14	Omega Risk Management Ltd and Tusker Mattresses Ltd.	Retail.	Section 24A.	The complainant, Omega Risk Management Ltd, entered into a contractual agreement with Tusker Mattresses Ltd to provide security and risk management services. The complaint alleges non-payment of a substantial amount hence the involvement of the Authority.	Authority's enforcement stayed pending outcome of High Court Insolvency Petition E018 of 2020.
15	Cynthia Andia Andisa (Elvante	Retail.	Section 24A.	The complaint relates to alleged abuse of Buyer Power by Tusker Mattresses Ltd through delays in payment and transfer	Authority's enforcement stayed pending outcome of High Court Insolvency Petition E018 of 2020.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
	Ltd) and Tusker Mattresses Ltd.			of commercial risk to the supplier contrary to section 24A(1) and (5) of the Act.	
16	Step Inn Limited and Tusker Mattresses Limited.	Retail.	Section 24A.	The complainant entered into an agreement with Tusker Mattresses Ltd. The complaint alleges non-payment of Kshs. 19,586,122.86 hence the involvement of the Authority.	Authority's enforcement stayed pending outcome of High Court Insolvency Petition E018 of 2020.
17	John Olango and Tusker Mattresses Ltd.	Retail.	Section 24A.	The complainant alleged abuse of buyer power by Tusker Mattresses Ltd arising from delays in payment.	Authority's enforcement stayed pending outcome of High Court Insolvency Petition E018 of 2020.
18	Nicholas Kimaku and Ujenzi Bora.	Architectural drawing.	Section 24A.	The complainant claimed that he paid Ksh. 100,000 to Ujenzi Bora for architectural drawing but the drawings were yet to be delivered hence the involvement of the Authority.	The case was outside the purview of section 24A. Investigations were closed.
19	Robinson Mouti and Multiple solution limited.	Distribution.	Section 24A.	The complainant, entered into an agreement with Multiple solutions. The complaint alleged non-payment of USD. 118,435 hence the involvement of the Authority.	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.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
					Investigations were closed.
20	Hewbe Automation Ltd and Massmart Supermarket.	Retail.	Section 24A.	A complaint on alleged abuse of buyer power by the accused for delayed payments of Ksh. 471,500.06 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.
21	Nordics Assessors and Monarch Insurance Company.	Insurance.	Section 24A.	The conduct complained of involved delays in payments for motor vehicle assessment services offered to the accused.	Accused was found to have abused its buyer power. It entered into a settlement agreement with the accused party. Ksh. 522, 180 was recovered. Investigations were closed upon payment of the final payment.
22	Nationwide Electronic and Havi Construction.	Construction.	Section 24A.	Complaint by the accused on alleged abuse of buyer power through delayed payments.	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.
23	Regent Auto valuers and Jubilee Insurance.	Insurance.	Section 24A.	Complaint by the accused on alleged ABP through delayed payments for services offered.	The complainant withdrew the case following commitment by accused to settle. Investigations were closed.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
24	Edward Nyaboga and Andrew Makori.	Timber.	Section 24A.	A complaint regarding abuse of buyer power arising out of delayed payments. the complainant claimed to have bought Timber worth 122,560 from Andrew Makori but claimed not to have received the full supply.	Transferred to Consumer Protection Department. ABP Investigations were closed.
25	Members of Kenya Motor Repairers Association and Kenya Orient Insurance Company.	Insurance.	Section 24A.	A complaint by three (3) members of Kenya Motor Repairers Association (KEMRA) against Kenya Orient Insurance Limited for delayed payments, without justifiable reasons, and in breach of the agreed terms of payment and de-listing.	The accused was found to have buyer power against the supplier and to have abused the same. Accused opted to settle. Delayed payments amounting to Ksh. 1,298,076 was recovered. Investigations were closed upon payment of the final payment.
26	Gulf Purveyors and Bamburi Special & Bamburi Cement.	Construction.	Section 24A.	The Authority received a complaint regarding delayed payments by the accused.	The complainant failed to submit required evidence after several reminders, investigations were closed.

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Annex XIV: On-Going Buyer Power Cases

No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
1	Members of the Kenya Motor Repairers Association and Invesco Assurance Company.	Insurance.	Section 24A.	Five (5) members of Kenya Motor Repairers Association (KEMRA) complained against Invesco Assurance Company Limited for delayed payments, without justifiable reasons, and in breach of the agreed terms of payment; de-listing, demand for unfavourable terms and transfer of commercial risk to the repairers.	Invesco Assurance Ltd settled payment for one of the KEMRA members and executed a payment plan for four (4) of the members totaling to Ksh. 715,717. Payment monitoring ongoing.
2	Members of Kenya Motor Repairers Association and Trident Insurance Company.	Insurance.	Section 24A.	Seven (7) KEMRA members complained against Trident Insurance Company Limited for delayed payments, without justifiable reasons, and in breach of the agreed terms of payment; de-listing, demand for unfavourable terms and transfer of commercial risk to the repairers.	Investigations are ongoing.
3	Nordics Assessors and Amaco Insurance Company Limited.	Insurance.	Section 24A.	A complaint by Nordics Assessors against Amaco insurance company for abuse of buyer power. The conduct	Investigations are ongoing.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
				complained about included delayed payments for services rendered and unilateral termination of the supply contract.	
4	Nordics Assessors and Corporate Insurance Company Limited.	Insurance.	Section 24A.	A complaint by Nordics Assessors against Corporate insurance company regarding abuse of buyer power involving delays in payment without a justified reason.	Investigations are ongoing.
5	Christopher Pius Ochieng and Jackyz Liquor Store.	Retail.	Section 24A.	A complaint by Christopher Ochieng T/A Pyasa Lounge that supplied liquor to Pyasa bar. The complainant alleged non-payment of Ksh. 479,720.	Investigations are ongoing.
6	Maccern Refrigeration Sales and Services and Frigograss East Africa.	Construction.	Section 24A.	The complainant alleges non-payment for service rendered.	Investigations are ongoing.
7	Elias Shake Vs Amaco Insurance Company.	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power by Amaco Insurance arising out of delays in payment.	Investigations are ongoing.
8	Competition Authority of Kenya	Retail.	Section 24A.	A complaint relating to the alleged abuse of buyer power through the	Investigations are ongoing.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
	and Unilever Kenya Limited.			unilateral change of the terms of a contract by Unilever. The effect of the change of contract terms extended credit terms from 60 to 90 days.	
9	Retail Sector Surveillance 2021.	Retail.	Sections 24A, 31.	Pursuant to Section 24A (2) of the Competition Act no. 12 of 2010.	Investigations are ongoing.
10	Seven Eleven Trader Ltd and Majid al Futtaim (Carrefour).	Retail.	Section 24A.	A complaint on alleged abuse of buyer power by Majid al Fattiam (Carrefour) for delayed payments without an objectively justifiable reason.	Investigations are ongoing.
11	Association of Suppliers and Quick Budget store.	Retail.	Section 24A.	A complaint on alleged abuse of buyer power by Quick Budget Supermarket for delayed payments, without justifiable reasons and in breach of the agreed terms of payment.	Investigations are ongoing.
12	Quinox Motorcare and Trident Insurance Company Limited.	Insurance.	Section 24A.	A complaint on non-payment of pending invoices.	Investigations are ongoing.
13	Dr. David Oyugi T/A Executive Dental	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power by Resolution Insurance for delayed payments, without justifiable	Investigations are ongoing.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
	Clinic and Resolution Insurance.			reasons and in breach of the agreed terms of payment.	
14	Fair Capital limited and Savanna Cement.	Manufacturing.	Section 24A.	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.	Investigations are ongoing.
15	Express Auto Assessors and Sanlam, Pacis, Geminia and Takaful Insurance companies.	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power by Sanlam, Pacis, Gemini and Takaful insurance companies for delayed payments, without justifiable reasons and in breach of the agreed terms of payment. Gemini, Pacis and Gemini Settled.	Investigations are ongoing.
16	Peter Kamau and Xplico Insurance Company.	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power by Xplico for delayed payments, without a justifiable reasons and in breach of the agreed terms of payment	Investigations are ongoing.
17	Sagoo Motors and AIG Insurance Co. Ltd.	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power by AIG Insurance Company through delays in payment for services	Investigations are ongoing.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
				without justifiable reasons and in breach of the agreed terms of payment.	
18	Superfine Distributors and Nyahururu Quick Budget Stores.	Retail.	Section 24A.	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.	Investigations are ongoing.
19	Unity Auto Garage and Xplico Assurance.	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power by Xplico for delayed payments, without justifiable reasons and in breach of the agreed terms of payment	Investigations are ongoing.
20	Everlyn Njuguna and Majid al Futtaim Hypermarkets Limited.	Retail.	Section 24A.	A complaint on alleged abuse of buyer power by Majid al Futtaim (Carrefour) for unilateral termination of contract without notice, and imposition of unfair contractual terms .	Investigations are ongoing.
21	Irene Ngatia and Majid al Futtaim Hypermarkets Limited.	Retail.	Section 24A.	A complaint on alleged abuse of buyer power by Majid al Futtaim (Carrefour) for unilateral termination of contract	Investigations are ongoing.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
				without notice, and imposition of unfair contractual terms.	
22	Mercy Karani and Majid AL Futtaim Hypermarkets Limited.	Retail.	Section 24A.	A complaint on alleged abuse of buyer power by Majid al Futtaim (Carrefour) for unilateral termination of contract without notice, and imposition of unfair contractual terms.	Investigations are ongoing.
23	Esther Kinyanjui and Majid AL Futtaim Hypermarkets Limited.	Retail.	Section 24A.	A complaint on alleged abuse of buyer power by Majid al Futtaim (Carrefour) for unilateral termination of contract without notice, and imposition of unfair contractual terms.	Investigations are ongoing.
24	Fredrick Karanja and Majid Al Futtaim Hypermarkets Ltd.	Retail.	Section 24A.	A complaint on alleged abuse of buyer power by Majid al Futtaim (Carrefour) for unilateral termination of contract without notice, and imposition of unfair contractual deduction	Investigations are ongoing.
25	Maisha Bora and Various Supermarkets.	Retail.	Section 24A.	A complaint regarding alleged abuse of buyer power through delayed payment and imposition of unfavorable terms.	Investigations are ongoing.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
26	Faulu Motors Assessors and Amaco Insurance Company.	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power by Amaco Insurance Company through delays in payment for services offered without justifiable reasons and in breach of the agreed terms of payment.	Investigations are ongoing.
27	Express Auto Assessors and Amaco Insurance Company.	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power through delays in payment for service rendered without a justifiable reason.	Investigations are ongoing.
28	Pembe Flours Mills Ltd and Britania Foods Ltd.	Manufacturing.	Section 24A.	A complaint on alleged abuse of buyer power by Britania Foods Ltd through delays in payment.	Investigations are ongoing.
29	Michael Ndungu T/A Fine Line Assessors and APA Insurance Co. Ltd.	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power by APA insurance limited arising out of delayed payments.	Investigations are ongoing.
30	Kenneth Gathama and Corporate Insurance Company .	Insurance.	Section 24A.	A complaint on the alleged abuse of buyer power by Corporate Insurance Co. Ltd arising out of delayed payments.	Investigations are ongoing.

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No	Case	Sector	Relevant Section of the Act	Summary of the case	Outcome
31	Michael Ndungu T/A Fine Line Assessors and Britam General Insurance Ltd.	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power by Britam Insurance limited arising out of delayed payments.	Investigations are ongoing.
32	Pesi Medical Centre and Explico Insurance.	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power by Explico Insurance arising out of delayed payments owed to Pesi Medical Centre.	Investigations are ongoing.
33	Unity Auto Garage and Amaco Insurance.	Insurance.	Section 24A.	A complaint on alleged abuse of buyer power by Amaco Insurance Ltd arising out of delayed payments.	Investigations are ongoing.

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