



FATAH ADVOCATES

OUR REF: F&C/L/7/2022

YOUR REF: TBA

10<sup>th</sup> August 2023

1. MEDIHEAL DIAGNOSTIC AND FERTILITY CENTER
2. Dr. SHAUNAK KHANDWALA  
NAIROBI

Dear Sir/Madam,

RE: IN THE CHIEF MAGISTRATE'S COURT AT NAIROBI  
CIVIL SUIT NO. E2855 OF 2022 ANASTASHA CHEPNGENO VS MEDIHEAL  
DIAGNOSTIC AND FERTILITY CENTRE LTD AND SHAUNAK  
KHANDWALA

TAKE NOTICE that interlocutory judgment was entered against you in default of appearance. was entered against you. A decree and certificate of costs were drawn and the decretal sum now payable to the plaintiff is KSHS. 1,139,665.06/=.

FURTHER TAKE NOTICE that if the same is not received in our offices within the next ten (10) days from the date hereof, we shall proceed to apply for execution of the decree without further reference to yourselves.

Yours faithfully,

Langat G.

Fatah & Company Advocates.



Koinange Street, Yala Towers, 6th Floor, P.O. BOX 26903-00100, Nairobi Kenya.



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**REPUBLIC OF KENYA**  
**IN THE CHIEF MAGISTRATES' COURT AT NAIROBI**  
**MILIMANI COMMERCIAL COURTS**  
**CMCC NO. E2855 OF 2022**

**ANATASHA CHEPNGENO..... PLAINTIFF.**

**-VERSUS-**

**MEDIHEAL DIAGNOSTIC AND FERTILITY CENTRE .....DEFENDANT.**

**DECREE**

**CLAIM FOR**

- a) The sum of kshs.950,000
- b) Costs of the suit.
- c) Interest on (a) and (b) at court rates.
- d) Any other relief that the court deems fit and just to grant.

By the exparte judgment of this court dated, signed and delivered on the 30<sup>th</sup> day of January, 2023 by Honorable L.M.NJORA-Senior Principal Magistrate.

**IT IS HEREBY ORDERED AND DECREED:-**

1. **THAT** judgment be and is hereby entered for the plaintiff as against the defendant for the sum of Kshs 950,000 /= plus costs of the suit and interest.

**PARTICULARS OF THE DECREE**

Principal Sum .....Kshs. 950,000.00  
Interest on above @12%p.a From 10/06/2022 to 07/08/2023.....Kshs 132,115.06  
**Decretal Sum..... Kshs. 1,082,115.06**

**CERTIFICATE OF STATED COSTS**

(Certificate of costs under order 21 Rule 9).

**IT IS HEREBY STATED** that the costs payable in pursuance of the decree of this court dated the 30<sup>th</sup> day of January, 2023 has been ascertained and certified to the extent of the total amount specified in the schedule hereto: -

- 1. Under schedule 7 of the Advocates (Remuneration) (amendment) (No.2) order 2014
  - a) Party and party costs on lower scale.....Kshs.42,250.00
  - b) Court attendances.....Kshs . NIL
  - c) Cost of application.....kshs. NIL
- 2. Court fees on suit .....Kshs. 10,000.00
- 3. Other disbursements.....Kshs. NIL
- 4. Service of summons/affidavit.....Kshs. 4,800.00
- 5. Court fees on issuing-
  - a) Decree and Certificate of costs .....Kshs. 500.00

**TOTAL..... Kshs.57,550.00**

**GIVEN** under my hand and the seal of this court at Nairobi this 30<sup>th</sup> day of January, 2023.

**ISSUED** at Nairobi this .....day of .....2023

  
**MAGISTRATE**



REPUBLIC OF KENYA  
IN THE CHIEF MAGISTRATES COURT AT  
NAIROBI CIVIL CASE NO. OF 2022

ANASTASHA CHEPNGENO..... PLAINTIFF  
=VERSUS=  
MEDIHEAL DIAGNOSTIC AND FERTILITY CENTRE  
LTD..... DEFENDANT  
SHAUNAK KHANDWALA..... DEFENDANT

AMENDED PLAINT

1. The ~~1<sup>st</sup> plaintiff~~ plaintiff is a female adult person of sound mind residing in Nairobi County her address for the purposes of this suit is care of Fatah & Company Advocates, Yala Towers, 6 th Floor, Koinange Street, P.O. Box 26903-00100, NAIROBI.
2. The Defendant is a Limited Liability Company operating provision of specialized fertility services. *Service of summons upon it shall be effected Through the offices of the Plaintiff's advocates.*
3. The ~~2<sup>nd</sup> plaintiff~~ defendant is a medical doctor practicing as such in the ~~1<sup>st</sup> plaintiff~~ 1<sup>st</sup> defendant's medical center as fertility expert. *Service of summons upon it shall be effected through the offices of the Plaintiff's plaintiff's advocates.*
4. On 6<sup>th</sup> November ,2021, the plaintiff entered into written agreement with the 1<sup>st</sup> and 2<sup>nd</sup> defendants as donor for ovum.
5. The 2<sup>nd</sup> defendant thereafter put the plaintiff through a follicle retrieval (IVF) procedure which could lead to extraction of the follicle.
6. The procedure could last for about 45 days involving lab tests, strict diet, 12 injections which could distract the normal menstrual cycle and disturb natural hormonal process.
7. The process was to finally lead to induced extraction/harvest of the ovum by the 2<sup>nd</sup> plaintiff defendant to be sold to recipients not known to the plaintiff.
8. The plaintiff, as per the agreement was to be paid Kenya shillings Kenya shillings Nine Hundred and Fifty Thousand (Kshs.950,000/-) which copy of agreement was not issued to her after execution by both parties.

9. On the 15<sup>th</sup> of December, when the plaintiff was due for harvesting of the follicle, the 1<sup>st</sup> and 2<sup>nd</sup> defendant terminated the said agreement, chased away the plaintiff without proper communication or counselling to the plaintiff.
10. That as a result, the process was unilaterally terminated by the 1<sup>st</sup> and 2<sup>nd</sup> defendant and later given drugs which led to painful rapture of the follicles whereby she went into long period of pain and suffering.
11. That the entire process which was not completed as per the agreement led to continued psychological torture of the plaintiff as she could suffer the effects of hormonal imbalance leading to unusual moody moments and affected her normal daily activities.
12. By reason of the matters aforesaid, the said plaintiff, as a result of has suffered loss and damage.
13. Despite demand and notice of intention to sue having been given, the Defendant has refused and/or neglected to admit liability.
14. The Plaintiffs aver that there is no other suit pending, and that there have been no previous proceedings in any court between the Plaintiffs and the Defendants over the same subject matter and the cause of action relates to the Plaintiffs herein.
15. The cause of action arose in Nairobi within the jurisdiction of this Honourable Court.

REASONS WHEREFORE the Plaintiff prays for judgement against the Defendant for:

- a) The sum of kshs.950,000/-
- b) ~~General damages for pain and suffering.~~
- c) ~~General damages for breach of contract~~
- d) Costs of the suit.
- e) ~~Interest on (a), (b) and (c) at Court rates~~
- f) Interest on (a) and (d) at Court rates.
- g) ~~Costs of the suit.~~
- h) Any other relief that the court deems fit and just to grant

Dated at Nairobi this 26 day of 05 2022  
Dated at Nairobi this 20<sup>th</sup> day of 06 2023

FATAH & COMPANY ADVOCATES  
ADVOCATES FOR THE PLAINTIFF

**DRAWN & FILED BY**

Fatah & Company Advocates,  
Yala Towers, 6<sup>th</sup> Floor,  
Koinange Street,  
P.O.Box 26903-00100  
**NAIROBI.**

**TO BE SERVED UPON:**

MEDIHEAL DIAGNOSTIC AND FERTILITY CENTRE  
P.O BOX 39698-00623  
**NAIROBI.**

DR. SHAUNAK KHANDWALA  
C/O MEDIHEAL GROUP  
**NAIROBI.**