In the Matter of the Treaty for the Establishment of the EAC: Eugenia Wanjiru Gikonyo v The Attorney-General of the Republic of Kenya

By:

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The case filed by Afronomicslaw with Wanjiru Gikonyo as Applicant brought under Article 30 of the EAC Treaty. Article 30 of the EAC Treaty allows individuals and Non-Government Organizations (NGOs) who are residents of the community to bring cases against partner states of the EAC where these partner states violate the law. The case, thus alleges that the Kenyan government through its actions while considering, setting up, and implementing debt swaps transactions, especially debt for nature swaps and debt for food security swaps to fund the budget deficit for Kenya's financial year 2024/2025 lacks transparency, accountability, and public participation. The claims of lack of transparency, accountability, and public participation are violations of the provisions of the EAC Treaty and Kenya's domestic constitution

(Constitution of Kenya, 2010) and laws on the principles of the rule of law, good governance, transparency, accountability, democracy, and participation of the people.

Download the pleadings via the following links:

Statement of Reference

Affidavit of Service

Notification

Government of Kenya's Response to the Case

The specific order sought from the Court is case directly asks the Court to make a declaration that the Kenyan government must make the following information publicly available:

(i). The specific contracts and/or indentures on debt swap arrangements that Kenya has entered and/or is currently negotiating.

(ii). Specific details on the type of debt swap arrangements that Kenya has entered into and/or is currently negotiatingnegotiating, including their coupon rates, amortization schedules, as well as the principal and interest rate on each until each is completely paid off.

(iii). Specific details on the nominal value of debt, if any, to be reduced in the debt swap arrangements.

(iv). The specific legal entities established under Kenyan or foreign law that would act as legal advisors, investment bankbank, and other financial advisory firms and how much they will be paid?

(v). Specific details on how much, if any, debt cancelation will take placeoccur in the debt swap arrangements.

(vi). The specific details about how the proceeds of these debt swap arrangements will be put to including the specificspecific details about what the debt for medicine and debt for food arrangements will fund.

(vii). What nongovernmental conservation or other organizations the Respondent is working with on its debt-for-nature swaps and the transaction costs to be borne by the government of Kenya as well as all associated costs relating to their involvement including any payments that will be made to them under these transactions.

(viii). What process and procedures have been put in place to ensure public participation of communities that will be affected and/or are covered by the debt swaps, including the debt-for-nature swaps.

(ix). Which banks will act as the bond issuance arrangers in this debt swap arrangements as well as the costs to the government of Kenya associated with the services that they will provide.

Questions relating to this case should be directed to: ***James Thuo Gathii*** at **james.gathii@gmail.com** with a copy to: **Afronomicslaw@gmail.com.**

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