



**Karanja (Suing through His Power of Attorney Harry Karanja) v Ombati & another (Environment & Land Case E007 of 2020) [2025] KEELC 1409 (KLR) (20 March 2025) (Judgment)**

Neutral citation: [2025] KEELC 1409 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT & LAND CASE E007 OF 2020  
OA ANGOTE, J  
MARCH 20, 2025**

**BETWEEN**

**ANTHONY KAIRU KARANJA ..... PLAINTIFF  
SUING THROUGH HIS POWER OF ATTORNEY HARRY KARANJA**

**AND**

**JOEL OMBATI ..... 1<sup>ST</sup> DEFENDANT  
RUII HILLSVIEW SCHOOL LIMITED ..... 2<sup>ND</sup> DEFENDANT**

**JUDGMENT**

**Introduction**

1. Through an Amended Complaint dated 8<sup>th</sup> February 2021, the Plaintiff has prayed for judgment against the Defendant for:
  - i. A declaration that the Plaintiff is the registered proprietor of all that land known as Nairobi/Block 136/10074 situated in Ruai and that the Defendants have no right and/or authority to enter, demolish, take possession, damage, alienate or in any other way whatsoever, interfere with the suit property.
  - ii. A permanent injunction restraining the Defendants, their servants, workmen, agents, students, and/or customers from entering, trespassing, demolishing, taking possession, damaging, alienating, allocating or in any other way whatsoever interfering with the suit property known as Nairobi/Block 136/10074.
  - iii. Cancellation of the certificate of lease Nairobi/Block 136/10074 issued to the 1<sup>st</sup> Defendant and the registration of the Plaintiff as the bona fide owner of the suit property known as Nairobi/Block 136/10074.



- iv. Costs of this suit.
- v. Any other relief the court deems fit to grant.
2. The Plaintiff avers that he is the lawful proprietor of Nairobi/Block 136/10074 located in Ruai Nairobi (the suit property) and that the Defendants have trespassed and fraudulently, illegally, unprocedurally or corruptly acquired a Certificate of Lease in respect of the suit property.
3. According to the Plaintiff, on August 9<sup>th</sup> 1995, he purchased one share from Charles Ndungu in Embakasi Ranching Limited, a land buying company and was issued a share certificate number 891 which allocated to him the property known as Number C.1818, now designated as Nairobi/Block 136/10074.
4. He avers that his share certificate and allocation of the plot granted him ownership of the said property to the exclusion of all others and that he placed visible beacons around the suit property to mark its boundary.
5. It is the Plaintiff's claim that between 2006 and 2010, the 1<sup>st</sup> Defendant while gainfully employed as a registered land valuer, purported to purchase the suit property from an artisan/fundi who worked for one of the directors of Embakasi Ranching Company Limited and that the 1<sup>st</sup> Defendant then entered the suit property without his permission and unlawfully took possession of the suit property.
6. As a result of the unlawful occupation, the Plaintiff avers, he was unable to easily identify the property or to take possession of the land and that although his agents visited the office of the Embakasi Ranching Limited over the next few years, for purposes of getting a surveyor to verify the suit property, he avers that the said officials were uncooperative and evasive.
7. The Plaintiff contends that in 2013, the 1<sup>st</sup> Defendant, as an agent of the 2<sup>nd</sup> Defendant, illegally entered the suit property and erected a stone perimeter fence around the property. In the same year, it was averred, the 1<sup>st</sup> and 2<sup>nd</sup> Defendants illegally occupied the property and converted it for use as a playground of a high school operated by the 2<sup>nd</sup> Defendant.
8. The Plaintiff asserts that he lodged his claim of ownership with the Ministry of Lands and Physical Planning during a verification of ownership conducted in August and September 2018 and that his agents presented the Plaintiff's original ownership documents of the suit property during the exercise where he signed against the Ministry's register.
9. It is the Plaintiff's case that the Ministry thereafter published a list of Embakasi Ranching Company Limited members who had been verified and were to be issued titles and that in December 2018, he paid Embakasi Ranching Company Limited to issue him with a certified copy of his share certificate, as an extra measure to defeat any illegal attempt by anyone trying to claim the suit property.
10. The Plaintiff contends that the Defendant fraudulently illegally and unprocedurally acquired a Certificate of Lease from the Ministry of Lands and Physical Planning in August 2020 and that he has since been deprived of the right to occupy, use or benefit from the suit property.
11. Through their Amended Statement of Defence dated 4<sup>th</sup> March 2021, the Defendants deny that they neither own nor have they ever occupied parcel number Block 105/10074. They deny removing beacons placed by the Plaintiff, or erecting a perimeter wall around the Plaintiff's property and state that they have never occupied or converted the Plaintiff's property into a playground.
12. The 1<sup>st</sup> Defendant avers that he is the registered owner of Embakasi Ranching Company Limited parcel numbers C1817, C1818, C1819 & C1820, in respect of which Certificates of Leases have been issued



being Nairobi/Block 136/10073, Nairobi/Block 136/10074, Nairobi/Block 136/10075 and Nairobi/Block 136/9905 respectively.

13. The Defendants stated that they are not the registered owners of the parcel of land known as Nairobi/Block 105/10074 nor are they in occupation of that property. It is their position that the parcel that the Plaintiff is claiming is different from the parcel on which they own and occupy.

### **Hearing and Evidence**

14. The Plaintiff, (PW1), Anthony Kairu Karanja relied on the statement sworn by Harry Karanja dated 8<sup>th</sup> February 2021 as his evidence in chief. He also produced a bundle of documents as PEXB1.
15. PW1 stated that he is the agent and son of the Plaintiff; that the Plaintiff is the legal owner of the suit property and that for several years from 2005, upon the request of the Plaintiff, he followed up with Embakasi Ranching Company in vain, for the purposes of getting a surveyor to conduct a site visit to the suit property.
16. PW1 averred that in 2018, when he saw an advertisement by the Ministry of Lands requesting shareholders of Embakasi Ranching to take their documents for verification and eventual titling, he presented the Plaintiff's original ID, share certificate and receipt for purposes of verification at Manyatta Primary School and that he signed against a register of the Ministry of Lands.
17. He averred that the Plaintiff told him that he had retrieved a sketch map of the area and had found out that the Defendants were trespassing on the suit property and that at the request of the Plaintiff, he reached out to the Defendants through the contacts on their website.
18. PW1 informed the court that they met at the offices of Embakasi Ranching Company Limited and that the 1<sup>st</sup> Defendant thereafter requested that they negotiate and explained that he was also a victim of Embakasi Ranching, through a fundi to one of the directors of Embakasi Ranching who purported to sell him several plots at Kshs. 300,000/- a piece around 2010, including the suit property.
19. PW1 stated that a site visit was conducted by the officials of the Embakasi Ranching in his and the 1<sup>st</sup> Defendant's presence; that during the site visit, the surveyor used a map showing the location of the disputed plot C1818, which led them to the suit property where he found the Defendants in occupation and that after confirming that the Plaintiff and the Defendants both laid claim to the same property, Embakasi Ranching never contacted the Plaintiff again, despite several follow ups.
20. He deponed that in December 2018, apprehensive of the silence from Embakasi Ranching and that the records at Embakasi Ranching might be interfered with, the Plaintiff requested that he seek a certified copy of the share certificate. According to PW1, he visited the offices of Embakasi Ranching and presented the Plaintiff's banker's cheque of Kshs. 20,000/- together with a copy of the share certificate and receipt in application of a certified copy of the share certificate and that the Plaintiff has, however, never been issued with the certified share certificate.
21. PW1 testified in cross-examination that he donated to Harry Karanja a power of attorney through an instrument dated 7<sup>th</sup> July 2020, though he did not know whether the Power of Attorney was registered at the Ministry of Lands. He stated that while he initially indicated in his Plaintiff that the parcel number was 105/10074, the same was later corrected in the amended Plaintiff to 136/10074.
22. He stated that he is not a surveyor and that he placed marks on the land to enable him to identify his plot. He clarified that following the process of verification of title in 2017, he was never issued the title as he was informed that the title to the land had already been taken. Furthermore, it was his evidence, someone was developing his plot.



23. Harry Karanja (PW2) also adopted his statement as his evidence in chief. He asserted that he is an advocate of the High Court of Kenya and that the Plaintiff donated to him the Power of Attorney, which he used to file this suit. By his admission, the Power of Attorney is however not stamped and is not registered.
24. He testified that in 1995, the Plaintiff was given a Share Certificate No. 209 (C.1818) by Charles Ndung'u; that he was also given the receipts dated 1982 and 1990, which refer to Share Certificate No. 914, which is the old certificate and that although the share certificate was presented for verification, no title was given.
25. PW2 contended that the Defendant's share certificate shows that it was issued by Embakasi Ranching for V.5904=C.1818=136/10074. He stated that he filed maps for the land which shows C.1818 and that reference to the suit property as Block 105 instead of Block 136 was a typo. He stated that the sketch map indicates that the plot is C1818, and it is where the Defendant has settled and that this was confirmed by the site visit that was attended by all the parties.
26. The 1<sup>st</sup> Defendant (DW1) averred that the 2<sup>nd</sup> Defendant is his school, which is registered in a business name owned by him and his wife; that he owns Nairobi Block 136/ 10074 and that he has been on the land peacefully. He denied ever dealing with the Plaintiff. He produced a bundle of documents as DEXB1.
27. DW1 stated that he bought share certificates for Plot Numbers C1817, C1818, C1819 and C1820 in 2010 from Embakasi Ranching Company Limited and was allotted the same. He stated that upon purchase, a surveyor from Embakasi Ranching Company took him to the site and pointed out the beacons and boundaries of the parcels of land. The surveyor thereafter signed on the share certificate confirming that the land shown to him was on the ground.
28. DW1 stated that he took possession of the land and fenced the property with a barbed wire fence on cedar posts and in the same year, in 2010, he built a town house in which his family has been living till 2019, when he moved out to allow for expansion of the school.
29. He averred that in 2014, he constructed classrooms and offices to accommodate Ruai Hillview School and that he has since been progressively constructing other structure on the lands. He asserted that he followed all the processes of acquiring the title on the property because he paid all transfer related costs and charges to obtain a lease for the property.
30. He further stated that in 2020, he obtained the titles for the four parcels of land, namely Nairobi/Block/136/10073, Nairobi/ Block 136/10074, Nairobi/ Block 136/10075 and Nairobi/ Block 136/9905.
31. The 1<sup>st</sup> Defendant challenged the Plaintiff's power of attorney and averred that he was reliably informed that the donor is dead, and that the Power of Attorney is neither stamped nor registered at Lands.
32. DW1 stated that Embakasi Ranching issued him plot number V-5904 (C-1818) and was given non-member certificate NMC-019110, after paying survey fees. He deposed that his Plot No. V-5904 (C-1818) was converted to Parcel No. 136/10074 and he was issued a lease signed by the Cabinet Secretary of Lands on 1<sup>st</sup> July 2020, after clearing with Embakasi Ranching and paying the legal fees of Kshs. 5100.
33. In the course of cross-examination, DW1 stated that he was taken to court before Embakasi verified who was the owner. According to the witness, Embakasi Ranching visited the site and confirmed that he had been allocated the land, and upon presentation of the original share certificate to Embakasi



Ranching, they issued him with the pink card. He deponed that his share certificate is NMC 019110, which refers to V 5904. After the site visit, he asserts, it was indicated as C5904=C1818=136/10074.

34. It was his testimony that he verified that Plot No. C1818 was in the name of the original owner who sold it to him and that he also verified it with Embakasi Ranching and that he did not provide evidence of the purchase because his house burned down in 2020 and most of his documents were burned.
35. The DW1 clarified that there was no balloting that was done for non-members and that their certificates are different, and refer to different plots. He further testified that he paid for the preparation of the lease which he signed and was thereafter issued with a Lease.

### **Submissions**

36. The Plaintiff's counsel submitted that while the 1<sup>st</sup> Defendant asserts that he purchased Plot No.C.1818 which was later registered as Nairobi Block 136/10074, the 1<sup>st</sup> Defendant has not presented any evidence of how he purchased the said land such as the proof or payment, agreement for sale, acknowledgement of payment nor has he pleaded the price he purchased the property for.
37. Counsel submitted that this fails the legal threshold for establishing the root of title as set out in *Munyu Maina vs Hiram Gathiha Maina* [2013] eKLR and in *Dina Management Limited vs County Government of Mombasa & 5 Others* [2023] KESC 30 (KLR).
38. Counsel argued that the Defendants have not offset the evidential burden upon them to prove that a particular set of circumstances exist and that the Defendant ought to have called the person who sold the land to him as a witness. Counsel quoted the case of *Stanley Mombo Amuti vs Kenya Anti-Corruption Commission* [2019] eKLR.
39. Counsel for the Plaintiff noted that the 1<sup>st</sup> Defendant has indicated in his Amended Statement of Defence that he owned Parcel Number C.1818 but indicated in his further witness statement that he in fact bought V.5904 (C.1818) and that this is a case of approbating and reprobating and a party cannot lead evidence that is contrary to their pleadings. Counsel relied on the Court of Appeal's judgment in *Dakianga Distributors (K) Ltd vs Kenya Seed Company Limited* [2016] eKLR.
40. Counsel submitted that similar to the Defendant, the Plaintiff was issued a pink form as verification of ownership of C1818; that the Plaintiff is serialized as No. 3206 while the Defendant's bears the serial number 56344 and that the pink form cannot be a verification mode or proof of ownership, and it is also not legible. Counsel relied on the holding in *Chrispin Kienyu Kang'ethe vs Ephantrus Njiru Mbugo & Dorcas Njiru Mugo* [2017] KEELC 2459 (KLR).
41. It was argued by the Plaintiff's counsel that they have established a more credible story and that the Defendants' title was marred by illegality, unprocedural flaws and a probable corrupt scheme.
42. According to Plaintiff's Counsel, the Defendant did not follow the steps required by the Ministry of Lands to issue title deeds to members of Embakasi Ranching as set out in the public notice dated August 2018; that the notice required owners to present several original documents to the Ministry and that the documents needed to be verified in case the owners were not listed.
43. It is Counsel's submission that as per the extract of the list of verified owners dated 29<sup>th</sup> September 2018, which is Exhibit 10 in the Plaintiff's bundle, the only verified property listed as owned by the 1<sup>st</sup> Defendant is Nairobi/Block 136/10073 and that Nairobi/Block 136/10075, Nairobi/Block 136/10074 and Nairobi/Block 136/9905 which the 1<sup>st</sup> Defendant claimed it owned, do not appear in the verified list.



44. Counsel contended that as a trained valuer, currently serving as the Director of Evaluation Services in the Lands, Physical Planning, Housing and Urban Development Department of Kisii County, the 1<sup>st</sup> Defendant had the motive, means and access to land officials to procure the title.
45. Defendants' Counsel submitted on their part that there is no contention that both the Plaintiff and the Defendants bought shares in Embakasi Ranching Company Limited; that the company then allocated each share land, depending on the number of shares bought and that unless Embakasi Ranching Company Ltd is made a party to this suit, this court cannot be in a position to adjudicate these issues.
46. According to the Defendants' counsel, the Power of Attorney donated to Harry Karanja by the Plaintiff, Antony Kairu Karanja, is invalid; that contrary to Section 26(4) and (5) of the Trustees Act, the instrument was not attested by a witness and was not registered and that under Section 7 of the [Land Registration Act](#) similarly provides for registration of powers of attorney.
47. Counsel argues that as the Power of Attorney which was used to file this suit was not registered, then this suit is incompetent ab initio.
48. According to the Defendant's Counsel, the parties acquired shares from Embakasi Ranching company and not land; that the Defendants' share was C-1818; that the 1<sup>st</sup> Defendant paid for survey and was shown beacons by the surveyor from Embakasi Ranching Company and that Embakasi Ranching Company later cleared the 1<sup>st</sup> Defendant to obtain title No. 136/10074 and in 2019 was issued with a Lease, which he picked in 2020.

### **Analysis and Determination**

49. Having given due consideration to the Plaintiff's suit, the Defence and the evidence adduced hereto, the issues for the determination by this court are as follows:
  - a. Whether the Plaintiff lawfully donated a power of attorney to Harry Karanja.
  - b. Whether the Plaintiff has successfully challenged the validity of the Defendant's title.
50. This suit concerns ownership of a property, Plot No. C1818, with the Plaintiff on one part and the Defendants on the other part claiming they purchased the said plot from Embakasi Ranching Company, a land buying company.
51. The Plaintiff's case is that he bought a share in Embakasi Ranching Company Limited from Charles Ndungu on August 9<sup>th</sup> 1995. Charles Ndung'u then gave him a shareholder certificate which had an old number (No. 941) and a new number (No. 891). This share Certificate was with respect to Plot No. M. 209 (C.1818).
52. According to the Plaintiff, paid Kshs. 1500 with Kshs. 500 being registration fee and Kshs. 1000 being for a new share certificate. The Plaintiff stated that he put markers on the suit property but he did not take possession of the land.
53. According to the Plaintiff, the 1<sup>st</sup> Defendant unlawfully and without his permission, entered into possession of the suit property C.1818, sometime between 2006 and 2010; that the 1<sup>st</sup> Defendant then built a stone wall perimeter wall around the suit property and converted it for use as a playground of a high school operated by the 2<sup>nd</sup> Defendant. The Plaintiff further contended that the Defendants unlawfully and illegally obtained a title to the suit property, Title No. Nairobi Block No. 136/10074 in 2020.



54. The Defendants, on their part, assert that they are the lawfully registered proprietors of the suit property. They assert that they acquired non-member share certificate No. NMC-019110 with respect to the plot known as V.5904=C.1818=136/10074. They contend that the Plaintiff's share certificate cannot defeat the Defendant's certificate of title.
55. The Defendants have further challenged the Plaintiff's suit on the grounds that the power of attorney donated to Harry Karanja is invalid as the same was not registered. They argue that the suit is materially flawed having failed to join Embakasi Ranching Company Limited to this suit.

**a. Whether the Plaintiff lawfully donated a power of attorney to Harry Karanja**

56. The Plaintiff in this matter asserted that he donated a special Power of Attorney to Harry Karanja. It was on the basis of this Power of Attorney that Harry Karanja instituted this suit and made averments on behalf of the Plaintiff, including a witness statement relied upon by the Plaintiff. The Plaintiff adduced a Special Power of Attorney through which it donated authority to Harry Karanja to sue and be sued in his name and for his benefit.
57. The Defendants have, however, protested the validity of the Power of Attorney as the instrument was not registered. They submit that contrary to Section 26(4) and (5) of the Trustees Act, the instrument was not attested by a witness and was not registered. They also submit that Section 7 of the [Land Registration Act](#) similarly provides for registration of a Powers of Attorney. They contend that if the power of attorney is invalid, then this suit is incompetent ab initio.
58. A Power of Attorney is defined under the Black's Law Dictionary as an instrument authorizing a person to act as the agent or attorney of the person granting it. It therefore confers rights upon an agent. In this case, the Power of Attorney conferred upon Harry Karanja, the agent, the right to institute and prosecute this suit.
59. Section 4 of the [Registration of Documents Act](#) provides that:-
- “ All documents conferring, or purporting to confer, declare, limit or extinguish any right, title or interest, whether vested or contingent to, in or over immovable property (other than such documents as may be of a testamentary nature) and vakallas shall be registered as hereinafter prescribed.”
60. Section 7 (g) of the [Land Registration Act](#) provides for the maintenance of a register and a file for powers of attorney.
61. The Defendant has sought to rely on Section 26 (3) and (4) of the Trustees Act, which provides for the execution of a Power of Attorney where the donor intends to stay out of the country for a period in excess of one month. It prescribes:
- “(3) The power of attorney shall not come into operation unless and until the donor is out of Kenya, and shall be revoked by his return.
- (4) The power of attorney shall be attested by at least one witness and shall be registered under the Government Lands Act (Cap. 280) or the Registration of Titles Act (Cap. 281) within thirty days of execution, if executed in Kenya, or within thirty days of first arrival in Kenya, if executed out of Kenya, with a statutory declaration by the donor that he intends to remain out of Kenya for



a period exceeding one month from the date of the declaration, or from a date therein mentioned.”

62. The Defendant has however not made a case for the applicability of this section in the circumstances in this suit. No evidence has been led that the Plaintiff was out of the country, and that it was for this reason that he executed the Power of Attorney. The Plaintiff made no admission of such facts in his testimony nor has any statutory declaration been availed to this court that the Power of Attorney was donated because the Plaintiff was out of the country.
63. The Plaintiff and Harry Karanja both admitted in their testimony that the Power of Attorney was not registered or any stamp duty paid in its respect, as is required by statute. What then was the impact of the failure to register the Power of Attorney? The failure to register the Power of Attorney renders the instrument invalid. Mr. Harry Karanja consequently lacked the capacity to institute this suit on behalf of the Plaintiff.
64. The court in Francis Mwangi Mugo vs David Kamau Gachago [2017] eKLR persuasively held that there is a difference between capacity to sue and a technicality that can be rescued under Article 159 of *the Constitution*. It stated as follows:
- “...there is a difference between the requirement of registration and the requirement to pay stamp duty. Registration is a formal entry of a document in a specified register so that certain rights may pass by such entry or so that the public may notified of the existence of the said document. Stamping is a question of revenue collection by the Government. It is normal for stamp duty to be paid on registration of a document, that is, for the Government to raise revenue by requiring that documents that need registration be stamped, but the two, that is stamp duty and registration, do not mean the same thing. It is indeed not always the case that stamp duty must be paid for all documents that require to be registered or that it is only registered instruments that attract stamp duty.”
65. As the Plaintiff had no capacity to institute this suit, this suit is for striking out. I shall however consider the merits of the suit.

**b. Whether the Plaintiff has successfully challenged the validity of the Defendant’s title**

66. If this court were to proceed to consider the suit on its merits, it would be guided by Section 26 of the *Land Registration Act* which provides that:
- “(1) The certificate of title issued by the Registrar upon registration, or to a purchaser of land upon a transfer or transmission by the proprietor shall be taken by all courts as prima facie evidence that the person named as proprietor of the land is the absolute and indefeasible owner, subject to the encumbrances, easements, restrictions and conditions contained or endorsed in the certificate, and the title of that proprietor shall not be subject to challenge, except—
- (a) on the ground of fraud or misrepresentation to which the person is proved to be a party; or
- (b) where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.”



67. The Defendant in this matter holds a Certificate Title number Nairobi Block 136/10047 with respect to the suit property. The issue for this court's consideration is whether the Plaintiff has established that the 1<sup>st</sup> Defendant's title was obtained on the ground of fraud, misrepresentation, or illegally, unprocedurally or through a corrupt scheme.
68. While the Plaintiff was of the opinion that it was upon the Defendants to adduce evidence as to the root of their title, the burden of proof to establish that the Defendants irregularly, illegally or fraudulently acquired their title was squarely upon the Plaintiff. This is provided for under Sections 107, 108 and 109 of the Evidence Act, which provide as follows:
- “ 107
- (1) Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.
- (2) When a person is bound to prove the existence of any fact it is said that the burden of proof lies on that person.
108. The burden of proof in a suit or proceedings lies on that person who would fail if no evidence at all were given on either side.
109. The burden of proof as to any particular fact lies on the person who wishes the court to believe in its existence, unless it is provided by any law that the proof of that shall lie on any particular person.”
69. It is trite that fraud must be specifically pleaded and proved. This was held by the Court of Appeal in the case of *Vijay Morjaria vs Nansingh Madhusingh Darbar & Another* [2000] eKLR. The burden of proof with respect to claims of fraud has also been held to be higher than that in civil cases but not beyond reasonable doubt. This was stated in the case of *Kinyanjui Kamau vs George Kamau* [2015] eKLR as follows:-
- “...It is trite law that any allegations of fraud must be pleaded and strictly proved. See *Ndolo vs Ndolo* (2008) 1 KLR (G & F) 742 wherein the Court stated that: “...We start by saying that it was the respondent who was alleging that the will was a forgery and the burden to prove that allegation lay squarely on him. Since the respondent was making a serious charge of forgery or fraud, the standard of proof required of him was obviously higher than that required in ordinary civil cases, namely proof upon a balance of probabilities; but the burden of proof on the respondent was certainly not one beyond a reasonable doubt as in criminal cases. In cases where fraud is alleged, it is not enough to simply infer fraud from the facts.”
70. The Plaintiff in this case has challenged the ownership of the suit property by the Defendants. The Plaintiff has advanced the argument that he is in fact the lawful owner of the suit property. In support of the claim, the Plaintiff claims that he lawfully purchased the suit property.
71. The Plaintiff adduced, inter alia, the following documents: Share Certificate No. 891; Embakasi Ranching receipt number 143 dated August 9<sup>th</sup> 1995; sketch map showing the boundaries of the suit property; Registry Index Map for Block 136 showing parcel 10074 and documents showing application for a certified copy of the share certificate. These documents indeed show that the Plaintiff purchased Plot No. C1818 from Embakasi Ranching Company.



72. The Defendants, on their part, adduced copies of title documents of parcels number Nairobi/Block 136/10073, 136/10074, 136/10075 and 136/9905. They also produced copies of the share certificates of plot numbers C1817, C1818, C1819 and C1820.
73. The Plaintiff has not led any evidence to impeach the validity of the Defendants' title number 136/10074 or share certificate for C.1818. Indeed, the testimony of an official from Embakasi Ranching Company would have gone a long way in enabling this court to make factual findings as to the true ownership of the suit property.
74. An official from the said land buying company would have presented crucial documents such as the list of members and non-members and the respective plots allocated to the said members. They would also have explained whether the 1<sup>st</sup> Defendant's title was regularly indicated to be V.5904=C1818. Without such testimony, this court cannot find that the Plaintiff has successfully proved his suit, and the Defendants unlawfully or fraudulently acquired the title to the suit property.
75. Accordingly, the questionable annotations on the Defendants' share certificate are not sufficient evidence for this court to find that the Defendants acquired the suit properties unlawfully, illegally, fraudulently or through a corrupt scheme.
76. Having found that the Plaintiff's challenge to the Defendants' Title No. 136/10074 to the suit property lacks merit, the Plaintiff's suit is hereby dismissed.
77. As costs follow the event, costs shall be paid by the Plaintiff.

**DATED, SIGNED AND DELIVERED VIRTUALLY IN NAIROBI THIS 20<sup>TH</sup> DAY OF MARCH, 2025.**

**O. A. Angote**

**Judge**

In the presence of;

Mr. Mumo for Mura for Plaintiff

Mr. Maroka for Defendants

Court Assistant: Tracy

