



REPUBLIC OF KENYA



**Kariba & another v Ndungu (Environment and Land Appeal
E046 of 2021) [2023] KEELC 18213 (KLR) (15 June 2023) (Judgment)**

Neutral citation: [2023] KEELC 18213 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT THIKA
ENVIRONMENT AND LAND APPEAL E046 OF 2021**

JG KEMEI, J

JUNE 15, 2023

BETWEEN

SOLOMON MBURU KARIBA 1ST APPELLANT

**GLADYS WANJIRU KARIBA (SUED IN HER CAPACITY AS
THE ADMINISTRATOR OF THE ESTATE OF BENSON KARIBA
MONI) 2ND APPELLANT**

AND

EDITH WANJIRU NDUNGU RESPONDENT

(Being an appeal against the Judgment delivered on the 27/4/2021 by Ruiru Senior Principal Magistrate's Court at Ruiru by Hon J. A. Agonda (Ms.), PM in ELC Case No. 153 of 2019)

JUDGMENT

1. The Appellant's were the Defendants in the lower Court Case No. ELC 153 of 2019. The Respondent was the Plaintiff.
2. In the trial Court the Plaintiff sought Judgment against the Defendants as follows:-
 - a. An order directing that the name of the deceased Benson Kariba Mooni be removed from this plot number E200 of LR No. 8867 so that the Plaintiff, Edith Wanjiru Ndung'u, can remain as the sole owner since the other joint owner has since passed on.
 - b. An order be issued to Githurai Tinganga Co. Limited directing them to remove the name of deceased Benson Kariba Mooni from above plot/land (E200 of LR No. 8867) and have the title procured in the name of Plaintiff, Edith Wanjiru Ndung'u, as the sole owner.
 - c. An order of eviction to be issued against the Defendants and have the same enforced by Githurai Kimbo Police Station.



- d. An order of permanent injunction be issued against Defendants from entering and/or encroaching onto suit property.
 - e. Return of 5 wheelbarrows, 6 spades, 5 drums, 7 buckets and other building assortments all valued at Kshs. 100,000/- or payment of money equivalent of their value, that is, Kshs. 100,000/-.
 - f. Damages for the period of five years they have obstructed Plaintiff from this plot.
 - g. Costs of the suit and interest.
 - h. Any other relief that this Honourable Court may deem fit to grant.
3. It was the Plaintiff's case that she and Benson Kariba Mooni purchased a plot No. E200 at Githurai Tinganga Co. Ltd of L.R No. 8867 for Kshs. 600,000/- from Joseph Wanyoike Wainaina. As fate would have it, Benson Kariba Mooni passed away before the title was issued. After his demise the Defendants' trespassed onto the land which the Plaintiff was building a house. That the 1st Defendant is now permanently living on the suit land without any justifiable cause.
 4. Particulars of trespass are listed in paragraph 5 of the Plaintiff. She opined that the land having been jointly owned, and arising from the death of the joint owner she should be declared the sole owner of the property.
 5. In opposing the Plaintiff's claim the Defendants filed a joint defence on 20/12/2019 where the alleged joint ownership of the land was denied and the Plaintiff was put to strict proof as to her contributions towards the purchase of the land. Allegations of trespass and invasion of property were denied. The Defendants argued that as the legal dependants of the deceased they are entitled to the land. That the Plaintiff has no right to the land. That the property is subject to existing Succession Cause No. 3070 of 2014.
 6. Upon hearing and determining the suit the Court made the following orders:-
 - a. The Land Registrar do issue title in the names of the Plaintiff herein Edith Wanjiru Ndungu.
 - b. The 1st Defendant granted (60) days to vacate the suit property and give the Plaintiff vacant possession of the suit property herein.
 - c. The costs of this suit is awarded to the Plaintiff.
 7. Aggrieved by the said Judgment in favour of the Plaintiff, the Defendants now Appellants have proffered an appeal on the following grounds:-
 - a. The learned Magistrate erred in law and in fact in accepting the Plaintiff's evidence that she contributed the full purchase price for Plot Number E200 Githurai Tinganga Co. Ltd in the absence of any evidence.
 - b. The learned Magistrate erred in law and in fact in shifting the burden of proof to the Defendants/Appellants to proof contribution of purchase price by the deceased Benson Kariba Moni despite evidence that Plot Number E200 Githurai Tinganga Co. Ltd was jointly purchased and acquired in the names of the Plaintiff and the deceased Benson Kariba Moni.
 - c. The learned Magistrate erred in law and in fact in finding that Plot Number E200 Githurai Tinganga Co. Ltd was registered in year 1999 hence the Registered *Land Act*, Cap 300 (repealed) was the operative law without evidence of such registration.



- d. The learned Magistrate erred in law and in fact in failing to appreciate that without evidence of registration Plot Number E200 Githurai Tinganga Co. can only be presently registered under the *Land Registration Act*, 2012 and accordingly Section 91 (8) of the *Land Registration Act*, 2012 would apply to bar creation of a joint tenancy other than between spouses without the leave of Court.
 - e. The learned Magistrate erred in law and in fact in holding that in case where the register does not reflect whether land is held jointly or in common, the fallback position should be to presume that the land is held jointly.
 - f. The learned Magistrate erred in law and in fact in failing to appreciate that the Plaintiff and the deceased Benson Kariba Moni were not married at the time they acquired Plot Number E200 Githurai Tinganga Co. Ltd in their joint names.
 - g. The learned Magistrate erred in law and in fact in failing to make a finding that Plot Number E200 Githurai Tinganga Co. Ltd despite being in the joint names of the Plaintiff and the deceased Benson Kariba Moni was held in common and therefore the estate of the deceased Benson Kariba Moni was entitled to at least half ($\frac{1}{2}$) interest and legal right to the property through the 2nd Defendant as the administrator of the deceased estate.
8. The Appellants sought the following orders on appeal:-
- a. This appeal be allowed.
 - b. The Judgment of the Subordinate Court delivered on the 27th April 2021 be set aside and substituted with appropriate order that Plot Number E200 Githurai Tinganga Co. Ltd is held in common by the Respondent and Benson Kariba Moni (deceased) and accordingly that the estate of Benson Kariba Moni is entitled to at least half ($\frac{1}{2}$) interest and legal right to the property.
 - c. Costs of this appeal and of the suit in the Subordinate Court be awarded to the Appellants.
 - d. Any other appropriate order that the Honourable Court may deem fit and just.

Written submissions

9. On grounds 1 & 2 of the appeal it was submitted that it is not disputed that the suit land was purchased on 28/5/2010 by Benson Kariba Mooni deceased and Edith Wanjiru Ndungu from Githurai Tinganga Co. Ltd. They submit that the deceased and the Respondent paid jointly for the land. The trial Court erred by holding that it is only the Respondent who paid for the land. The receipts adduced are in the names of Respondent and the deceased. No evidence was adduced to prove that she paid the sum of Kshs. 600,000/- being the purchase price to the exclusion of the deceased.
10. That following the production of sale agreement, payment receipts for purchase of property in the names of the deceased and the Respondent, the Court ought to have made a finding that the purchase price was jointly paid. The Appellants had no burden to prove that the payment was made by the deceased; nor that the deceased participated in the transaction since the Respondent had provided the documentary proof.
11. That the evidence adduced by the Respondent does not lay an inference that the deceased did not participate in the acquisition of the property.



12. On grounds No. 3 & 4 – registration of the land and applicable law; it was submitted that the trial Court erred in finding that the property had a title deed; property was registered in the name of the seller Joseph Wanyoike Wainaina and letter on 28/5/2010 in the names of the deceased and Respondent upon the sale agreement.
13. It was submitted that the suit land was not registered under any statute and the material time including the Registered Land Act Cap 300. That the Respondent did not produce any title deed or grant or a Certificate of Title / Lease issued for the property. That the inference of registration and joint tenancy were erroneous leading the trial Court to arrive at a wrong decision.
14. It was submitted that the land was not registered under Registered Land Act or Land Registration Act and the trial Court erred in applying the provisions of Section 101(1), 102 and 103 of the Registered Land Act to the suit property without any evidence of registration under the said Act.
15. Grounds 6 & 7 – Issue of Co-tenancy and the question of whether the estate has an interest in the suit land.
16. Relying on Section 91(8) of the Land Registration Act the Appellants argued that even though the suit land was purchased in the joint names of the deceased and the Respondent, it has remained unregistered to date. That provisions of Section 91(8) of Land Registration Act unlike the provisions of Registered Land Act apply. The trial Court was faulted for ordering the Land Registrar to make orders for registration of land in the name of the Respondent on land that is yet to be registered.
17. That the deceased was entitled to half share of the land.
18. It was submitted on behalf of the Respondent that the deceased contributed nothing to the purchase of the property. That the property was paid by the Respondent who on account of love and affection included the name of the deceased. That the Appellants have not proved that the deceased had any income or that he paid for the land.
19. That though the land was yet to be registered at the Lands Office, it was indicated in the Share Certificate as jointly held by the deceased and the Respondent. That it is only the Respondent who signed the Share Certificate and not the deceased. The Respondent urged the Court to have the date of issuance of Share Certificate on 28/5/2010 as the date of registration of the land. That the law applicable in 2010 was the Registered Land Act.
20. It was submitted that the land was held under joint tenancy. The Respondent relied on the case of Mukaziton Josephine Vs. Attorney General Republic of Kenya [2015]eKLR where the Court of Appeal stated as follows:-

“We have considered the appellant’s contention and the learned judge’s finding. The title document to the property has two names and this is concurrent ownership. There is no indication as to whether the property is held on a tenancy-in-common or joint tenancy or tenancy in entirety. When a property is registered in more than one name, in the absence of a contrary entry in the register, the property is deemed to be held in joint tenancy and not tenancy-in-common or tenancy in entirety. A tenancy in common or tenancy in entirety means that the interest of each registered owner is determinable and severable; in a joint tenancy, the interest of each owner is indeterminable, each owns all and nothing.

A joint tenancy cannot be severed unless one of the four unities of title, time, possession or interest is broken. A joint tenant has the right to the entire property or none – since the other joint tenant also has a right to the entire property. This is expressed in latin as totum



tenet et nihil tenet, a joint tenant holds everything and nothing (see *Re Foley* (deceased) *Public Trustee -v- Foley & Another* (1955) NZLR 702).”

21. Equally in the case of *Stack Vs. Dowden* (2007)UKHL 17, the House of Lords pronounced itself as:-
- “The starting point where there is sole legal ownership (a sole name case) is sole beneficial ownership. The starting point where there is joint legal ownership (a joint name case) is joint beneficial ownership. The onus is upon the person who seeks to show that the beneficial ownership differs from legal ownership. The onus of rebutting the presumption is heavier in joint name cases. The amount of interest (s) would be declared on evidence.”
22. It was submitted that prior to the enactment of Section 91(2) of *Land Registration Act*, the Registered *Land Act* provided that in the absence of clear indication of the type of proprietorship in the register relating to the land registered in the names of two or more persons the presumption was that the co-proprietor held the land as joint tenants (joint proprietorship). That the presumption was rebuttable and the onus of rebutting was on the party seeking to have the Court believe otherwise.

Analysis and determination

23. Having read and considered the record of appeal, the written submissions of the parties, the evaluation of the evidence led at the trial and all the material placed before this Court, the following issues fall for determination;
- a. What was the nature of the co-shareholding held by the deceased and the Respondent?
 - b. What provisions of the registration statute are applicable to the interest created in the suit land in favour of the deceased and the Respondent
 - c. What orders should the Court grant?
 - d. Who meets the costs of the appeal?
24. The duty of this Court is set out in Section 78 of the *Civil Procedure Act* which espouses the role of a first appellate Court to include the re-evaluation, reassessment and reanalyse of the record and draw its own conclusions. As a first appellate Court, this Court has a duty to examine matters of both law and facts and subject the whole of the evidence to a fresh and exhaustive scrutiny, before drawing its own conclusions from the analysis. The Court has however to bear in mind the fact that it did not have an opportunity to see and hear the witnesses first hand. This duty has been affirmed in the case of *Selle & Another vs. Associated Motor Boat Co. Ltd & Others* [1968] EA 123, as thus:
- “... this Court is not bound necessarily to accept the findings of fact by the Court below. An appeal to this Court ... is by way of retrial and the principles upon which this Court acts in such an appeal are well settled. Briefly put they are that this Court must reconsider the evidence, evaluate it itself and draw its own conclusions though it should always bear in mind that it has neither seen nor heard the witnesses and should make due allowance in this respect”
25. In keeping with my duty of a first appellate Court I shall now reconsider and evaluate the evidence led and draw my own conclusions. I have sufficiently warned myself that I did not see nor hear the parties testify and will make due allowance in that respect.
26. The Respondent led evidence that she and the deceased one Benson Kariba Moni jointly purchased the suit land from Joseph Wanyoike Wainaina vide the agreement of sale dated the 28/5/2010 for the price



- of Kshs 600,000/- which they paid in full. That pursuant to the said purchase they were issued with share certificate No 095 in their names. Both their Identifications were also included. Consequently, their names were entered in the register of members of Githurai Tinganga Co. Limited as shareholders.
27. It was the case of the Respondent that the deceased contributed nothing for the purchase price and that she caused his name to be registered out of abundance of love and affection. She testified that she owned a school and through it she singly raised the purchase price. She further justified her position that though she lived with the deceased for more than 10 years, he was a kept man with no income of his own and could not have contributed any monies towards the purchase. That the Court in HCCC No 3070 of 2014 disallowed her application to be recognised as his wife. She was of the opinion that having caused the joint registration of the land in her name and that of the deceased out of her love for him, the ownership was one of a joint tenancy and following his death the principle of survivorship kicked in. She therefore urged the Court to hold that she is entitled to the suit land in exclusion of the appellants.
28. DW1- Solomon Kariba Mburu testified that he is the son of the deceased. He admitted that his father lived in Githurai and that in 2013 he and his father visited the suit land where he was constructing a home. That following his death he and his brother and sister visited the suit land and that in 2018 the family decided to let him live on the unfinished structure to secure it from vandalism. To make the house liveable he installed the doors gate and fenced it off and he resides there todate. He admitted that he has no documents on the acquisition of the land except that his father told him he owned the land.
29. DW2 – Gladys Wanjiru Kariba testified that the deceased was her husband and that she is the legal representative of his estate. She stated that her husband lived in Githurai with another woman but the Court declared that she (Gladys) is the legal wife of the deceased. She has argued that she is entitled to the ¹/₂ share of the suit land that belonged to her deceased husband.
30. It is not in dispute that the suit land was purchased by the deceased and the Respondent on the 28/5/20. It is also acknowledged by the parties that the probate Court adjudged the 2nd appellant as the wife of the deceased.
31. The Court has been called upon to determine whether the interest held by the deceased and the Respondent was joint or common tenancy and the effect of both on the parties before the Court.
32. The starting point is the sale agreement dated the 28/5/2010 between Joseph Wanyoike Wainaina on the one hand and the Respondent and the deceased on the other. The agreed purchase price is disclosed as Kshs 600,000/- and the seller acknowledged receipt of the same from the two buyers. He also disclosed that he had no further claim regarding the sale from the said buyers.
33. It is the Plaintiffs case that the deceased did not contribute towards the purchase of the shares in the company which shares represented by the interest acquired in the suit land. The old adage is that he who asserts must proof. The onus to proof that she actually paid the full purchase price singly rested with the Respondent. In the absence of evidence to the contrary, the inference to be made by the Court is that the property was purchased by both parties. See Section 107, 108 and 112 of the *Evidence Act*. The Respondent bore the burden to show that the name of the deceased was a bare owner without any interest in the land. Put differently that she purchased the whole share/property singly and is entitled to the same under the doctrine of survivorship. The Court finds that at no time did the burden shift to the appellants in the case.
34. The next document for evaluation are the receipts of even date and the share certificate issued in the name of the deceased and the Respondent. It is not in dispute that the Respondent and the deceased were registered as shareholders in the land buying company with an interest in the suit land, the interest



having been registered in the company in both names of the parties. The sale agreement together with the share certificate were created in 2010. By this time the applicable statute to registration was the Registered [Land Act](#), Cap 300 of the Laws of Kenya.

35. It is not in dispute that the land remains unregistered in the lands office. What this means is that the parties have acquired an interest which is yet to be registered in the land register. The register for the suit land is yet to be created. This happens through the making of an entry note record in the register under the Act. The [Land Registration Act](#) came into being in 2012. The land is yet to be registered the current applicable law is the [Land Registration Act](#), 2012. The Hon trial Court erred in holding that the land was registered in 1999 under the Registered [Land Act](#). The application of the provisions of Section 101 102 and 103 of the Act were in error leading the Hon trial Court to the wrong decision.
36. I must also add that Section 91 (8) of the [Land Registration Act](#) was repealed in 2016. Both parties have relied on this Section in their submissions. The Court was misled in the application of this provision which as stated was repealed in 2016. The provision stated as follows;
- “On or after the effective date, except with leave of a Court, the only joint tenancy shall be capable of being created between spouses, and any joint tenancy other than between spouses that is purported to be created without the leave of a Court shall take effect as a tenancy in common.”
37. Having held that the deceased and the Respondent were registered as members of the company together, the basis of the registration of their interest in the land when that happens will be the agreement of sale dated the 28/5/2010, the payment of the purchase price received from both parties by the seller in 2010 and the share certificate which entitled them to an interest in the land also issued in 2010. Having perused the said documents it is clear that the names of both parties are registered. It has not been disclosed whether their holding is joint or common tenancy.
38. As at now the current statute applicable to the registration of interest in the suit land is the [Land Registration Act](#). The applicable law is found in Section 91(2) of the [Land Registration Act](#) which states as follows;
- “(2) Except as otherwise provided in any written law, where the instrument of transfer of an interest of land to two or more persons does not specify the nature of their rights there shall be a presumption that they hold the interest as tenants in common in equal shares.”
39. Given that the interest acquired by the parties by way of agreement of sale and share membership which is denoted in the suit land was held by the two persons but the nature of their rights were unspecified, there shall be a presumption that they hold the interest in common in equal shares and the same shall obtain even at the time of registration. The Respondent had the onus to rebut the presumption by showing that she indeed paid the purchase price alone and that the deceased was not entitled to any right and interest in the shares and subsequently in the suit land. In the absence of any rebuttal of the said presumption in law, the correct application of the law is that the Respondent and the deceased held the interest in the shares in common in equal shares.
40. The Court cannot agree with the Respondent that she purchased the land alone and that the parties held the land under joint tenancy. I have not found any evidence to support this proposition. The parties acquired the shares together and the nature of their holding was not specified in the share certificate whether it was joint or common and the presumption of common holding is the right one to make.



41. It is important to distinguish the two systems of land in this Judgement.
42. Under the Repealed *Land Registration Act*, the following provisions applied;

“

“ 101.

(1) An instrument made in favour of two or more persons, and the registration giving effect to it, shall show-

- (a) whether those persons are joint proprietors or proprietors in common; and
- (b) where they are proprietors in common, the share of each proprietor.

102(1). Where the land, lease or charge is owned jointly, no proprietor is entitled to any separate share in the land, and consequently –

- (a) dispositions may be made only by all the joint proprietors; and
- (b) on the death of a joint proprietor, his interest shall vest in the surviving proprietor or the surviving proprietors jointly...

103(1). Where any land, lease or charge is owned in common, each proprietor shall be entitled to an undivided share in the whole, and on the death of a proprietor his share shall be administered as part of his estate ...”

43. Section 118 of the Registered *Land Act* provides that:

“If one of two or more joint proprietors of any land, lease or charge dies, the Registrar, on proof to his satisfaction of the death, shall delete the name of the deceased from the register.”

44. The Registered *Land Act* was repealed by the *Land Registration Act, 2012* which has similar provisions in Section 91(2) referred to above.

45. The distinction between joint tenancy and tenancy in common was made in *Isabel Chelangat Vs. Samuel Tiro Rotich & 5 others* (2012) eKLR, as follows:

“At this juncture, I must distinguish between joint ownership of land and land held in common. These are two different types of tenancies by which two or more people are entitled to simultaneous enjoyment of land. To expound on this point, I have borrowed heavily from two texts, Megary & Wade, *The Law of Real Property* 6th Edition and Cheshire & Burn’s, *Modern Law of Real Property*, 16th Edition. According to Burn, at P242 “... a joint tenancy arises whenever land is conveyed or devised to two or more persons without any words to show that they are to take distinct and separate shares...” Further, that “there is a thorough and intimate union between joint tenants. Together, they form one person.”

A joint tenancy imparts to the joint owners, with respect to all other persons than themselves, the properties of one single owner. Although as between themselves joint tenants have separate rights, as against everyone else they are in the position of a single owner. Joint tenancy carries with it the right of survivorship and “four unities”. The right of survivorship (*jus accrescendi*) means that when one joint owner dies, his interest in the land passes on to the surviving joint tenant. A joint tenancy cannot pass under will or intestacy of a joint tenant so long as there is a surviving joint tenant as the right of survivorship takes precedence. The four unities that must be present in a joint tenancy are



- (i) The unity of possession.
- (ii) The unity of interest.
- (iii) The unity of title.
- (iv) The unity of time.

On unity of possession, each co-owner is entitled to possession of any part of the land as the other/s. (P477) One co-owner cannot point to any part of the land as his own to the exclusion of the other/s. If he could, then this would be separate ownership and not co-ownership. No one co-owner has a better right to the property than the other/s, so that an action for trespass cannot lie against another co-owner. Unity of interest means that the interest of each joint tenant is the same in extent, nature and duration, for in theory of law, they hold just one estate. Unity of title means that each joint tenant must claim his title to the land under the same act or document. This is satisfied by having the joint tenants acquiring their rights by the same conveyance and being so registered as joint tenants. Unity of time means that the interest of each tenant must vest at the same time.

Tenancy in common on the other hand is different from joint tenancy. In a tenancy in common, the two or more holders hold the property in equal undivided shares. Each tenant has a distinct share in the property which has not yet been divided among the co-tenants. In other words, they have separate interests only that it remains undivided and they hold the interest together. The largest factor that distinguishes a joint tenancy from a tenancy in common is the absence of the doctrine of survivorship in the latter. The share of one tenant is not affected by the death of one of the co-owners. The share of the deceased, devolves not to the other co-owner, but to the estate of the deceased co-owner. Although the four unities required for a joint-tenancy may be present, only one, the unity of possession is essential.

A joint tenancy can be converted into a tenancy in common by the doctrine of severance. But unless this is done the rights of joint holders so remain.”

46. In *Re Estate of Dorica Lumire Mapesa (Deceased)* [2018] eKLR the Court stated as follows on the same issue:

“Having concluded that East/Wanga/Lubinu/66 was held by the deceased and Silas Okumu Simeyo as joint proprietors, it follows then that following her demise on 6th February 1994, the principle of *jus accrescendi* applied, and her interest in the said property merged or united with that of the surviving joint tenant or joint proprietor, Silas Okumu Simeyo. The effect of this then would be that the said property ceased to form part of the estate of the deceased and was not available for distribution in her estate. Indeed, by virtue of Section 118 of the Registered *Land Act*, Silas Okumu Simeyo, did not even need to initiate a succession cause to have the property transferred to his name, all he should have done was provide proof of the death of the joint tenant to the Land Registrar for him to act as envisaged by that provision.”

47. In *Re Estate of Johnson Njogu Gichohi (Deceased)* [2018] eKLR, the Court stated that:

“By the principle of survivorship land owned jointly passes automatically to the surviving owner when one dies without the need to file a Succession Cause. W. M. Musyoka in his book *Laws of Succession* at page 3 states as follows: -



“Property is capable of passing upon death other than by will. It may pass by survivorship..... This applies in cases of joint tenancies that is, where property is jointly owned. Where a co-owner of property is a beneficial joint tenant of the property, their interest will automatically/pass to the surviving tenant upon their death by virtue of the principle of survivorship..... The principle of survivorship operates to remove jointly owned property from the operation of the law of Succession upon the death of one of the joint tenants.”

48. I have said enough on the distinction of the two types of tenancies. I find that the shares in the land were held in common and upon the demise of Kariba, his estate is entitled to a share of the said shares / land.
49. Having held the estate of the deceased is entitled to the shares in the suit land the claim of trespass falls away.
50. In the end the appeal succeeds and I make the following orders;
 - a. This appeal be allowed.
 - b. The Judgment of the trial Court delivered on the 27th April 2021 be set aside and substituted with appropriate order that the shares / Plot Number E200 Githurai Tinganga Co. Ltd was held in common by the Respondent and Benson Kariba Moni (deceased) and accordingly that the estate of Benson Kariba Moni is entitled to at least equal share / interest and legal right to the property.
 - c. Costs of this appeal and of the suit in the trial Court be awarded to the Appellants.
51. It is so ordered

**DATED, SIGNED AND DELIVERED VIRTUALLY AT THIKA THIS 15TH DAY OF JUNE, 2023
VIA MICROSOFT TEAMS.**

J G KEMEI

JUDGE

Delivered online in the presence of;

Gachimu for Appellant

Ndungu for Respondent

Court Assistants – Kevin & Lilian

