



REPUBLIC OF KENYA



**Omari v Zainabu & 2 others (Environment & Land Case E099 of 2021)
[2023] KEELC 18225 (KLR) (15 June 2023) (Judgment)**

Neutral citation: [2023] KEELC 18225 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE E099 OF 2021**

MD MWANGI, J

JUNE 15, 2023

BETWEEN

ABDULRAHMAN OMARI PLAINTIFF

AND

ZAINAB WAIRIMU HASSAN ALIAS AWEZA ZAINABU

MPISHI 1ST DEFENDANT

HADIJA BAKARI SULEIMAN ALIAS DALIA BAKARI 2ND DEFENDANT

YAHAYA SHERIFF 3RD DEFENDANT

JUDGMENT

1. The Plaintiff herein in his plaint has sought for the following reliefs:
 - a. A declaration that the Plaintiff is the legal owner of the suit property known as LR Plot No. 171 Pumwani Resettlement Scheme (Formerly Plot No. 297).
 - b. A declaration that the Plaintiff is a Purchaser of the suit property known as LR Plot No. 171 Pumwani Resettlement Scheme (Formerly Plot No. 297) for valuable consideration without notice.
 - c. A declaration that the Defendants, their servants, agents and/or any other person claiming through them are trespassers on the suit property.
 - d. An order of injunction restraining the Defendants, their agents or any person acting through them from ingressing and/or engressing or interfering with quiet possession by the Plaintiffs of the suit property.
 - e. Costs and interest at court rates.



- f. Any other relief the Honourable Court may deem fit and just to grant.
2. The Plaintiff's case is that he is the bonafide proprietor of the suit property having purchased it from Ms. Zainabu Wairimu Hassan for a valuable consideration of Kshs. 200,000/- by a sale agreement executed on the 15th April, 2003. The Plaintiff avers that, prior to the said purchase, he conducted due diligence and realized that the suit property was owned by the late Bakari Mpishi. Upon succession through Trustee Cause No. 106 of 1967 (in the matter of the Estate of Bakari Mpishi), the property was to be distributed amongst his beneficiaries with each of the 5 daughters getting 1/9 share of the property and each of the 2 sons getting 2/9 share of the property as per the Islamic Law.
 3. That all the 7 beneficiaries after consultations consented to the sale as per the consent statement dated 29/2/2001 and that of 24/5/2001. Further, that the Vendor, Ms. Zainabu Wairimu wrote a Letter to the Commissioner of Lands requesting him to Consent to the Transfer of the suit property to the Plaintiff.
 4. Additionally, the 1st Defendant further executed an irrevocable power of attorney dated 3rd April, 2006 in which she authorized the Plaintiff to deal with the said premises without reference to her and in any manner in which he might desire. The Plaintiff thereafter took constructive occupation and rented out the premises to some tenants. He has since been receiving rental proceeds to date and paying all the liabilities accruing on the suit premises.
 5. In a turn of events, the Plaintiff avers that he was invited sometime back in January, 2021 for meetings by some beneficiaries who raised complaints that he never consulted all the beneficiaries during the purchase and demanding that the sale agreement be reviewed since the property was sold at a throw away price.
 6. The Plaintiff accuses the Defendants of fraud, misrepresentation and concealment of material facts by illegally issuing notices to the Plaintiff's tenants on the suit premises and demanding rent to be paid to them failure to which they risk being evicted from the premises. He states the particulars of fraud therein. That despite the Defendants knowing that he is a bonafide purchaser of the suit property, they have continued interfering with his quiet enjoyment of the property.

Defendant's Case

7. The Defendants filed a Joint Statement of Defence and Counterclaim dated 10th December, 2021. The Defendants deny the assertion that the Plaintiff is a bonafide purchaser of the suit property. They deny signing any agreement for sale of land over the suit property disposing any of their interests to the Plaintiff and that Zainabu Wairimu Hassan had no legal capacity to transact any sale of the suit property.
8. The Defendants further deny the existence of any family consent of sale ever being made and accuse the Plaintiff of fraudulent and forged documents. They deny executing the Power of Attorney which contradicts the Sale Agreement adduced before court.
9. In the alternative and on a without prejudice basis, the Defendants aver that they are the legal and lawful owners of the suit property. That the Plaintiff is their cousin and is trying to fraudulently rob them of the property. They particularize the grounds for fraud therein. They contend that this matter is res judicata as the Defendant initially filed a similar suit in the lower court ELCC E076 of 2021. They pray for the dismissal of the Plaintiff's suit.
10. In their Counterclaim, the Defendants aver that they are the sole proprietors of the suit property which was bequeathed to them jointly by their late father and as such none of them could legally dispose it as



a sole proprietor. They state that Plaintiff offered to assist in the improvement the premises on the suit property for it to fetch more rental income. The said offer was jointly accepted by all the beneficiaries. The Plaintiff was to pay the joint owners some money pending the completion of the renovations.

11. That it was their mutual understanding that the Plaintiff was to hand over the renovated houses to the Defendants after repaying himself of the expenses incurred. The Plaintiff has however, cunningly refused to reveal the costs he incurred and has continued to collect rent to date from May, 2008.
12. They further aver that the Defendants have been displaced and denied peaceful enjoyment of their legally owned property. That the Sale Agreement dated 15th April, 2003 is time barred under the Limitation of Actions Act as it cannot be enforced after 18 years of execution. They accuse the Plaintiff of fraud. The Defendants therefore prays for orders for;
 - a. Dismissal of the Plaintiff's case with costs.
 - b. A declaration that the suit premises belongs to the Defendants.
 - c. Permanent injunction restricting the Plaintiff from entering, interfering and or meddling with the suit premises.
 - d. Remittance of rent collected by the Plaintiff monthly from the suit premises since April 2006 to date.
 - e. Any other orders that the court will deem suitable.

Reply to Defense

13. The Plaintiff filed a Reply to Defence dated 27th December, 2021 in which he denies the allegations contained in the Defence. He reiterates that he is the legal and bonafide proprietor of the suit property, a purchaser for a valuable consideration after several discussions with the Defendants who are his relatives and that he has also been in possession of the property since 2003.
14. On the issue of Res Judicata, the Plaintiff avers that he was not aware of the suit nor had he ever been served with the Defendants suit at the Chief Magistrates ELCC No. E076 of 2021.

Defence to Counterclaim

15. In his defence to Counterclaim, the Plaintiff avers that he was contracted in writing through an advocate to purchase the suit property from the counterclaimants to which he purchased at a valuable consideration and has been in possession of the suit property for over 17 years now.
16. On the allegation that he was contracted by the Defendants to give advance money for their use pending completion of the renovations as alleged, he pleads estoppel by record as records speak for themselves. The Plaintiff further denies taking advantage of the Defendants illiteracy, ignorance and advanced age to fraudulently change the property in his name. That the suit property was sold to him on a willing buyer willing seller basis and a sale agreement mutually executed.
17. He further denies the accusations of fraud levelled against him and avers that the documents referred to were drawn by their joint advocate in furtherance of the transaction in issue. He therefore prays that the Counterclaim be dismissed with costs.

Evidence adduced by the Plaintiff

18. The hearing of the suit proceeded on 23rd November, 2022 when the Plaintiff called 7 witnesses whereas the Defense called 4 witnesses to testify in support of their respective cases. The Plaintiff,



- Abdulrahman Omar, testified as PW1. He adopted his Witness Statement dated 16th March, 2021 as his evidence in-chief. He further produced documents on the Plaintiff's List of Documents dated 17th March, 2021 and marked as PE 1-14 in the order in which they are listed.
19. In cross-examination, PW 1 stated that he bought the suit property from the owners who were represented by Zainabu Wairimu Hassan. That he was aware that the property was jointly owned by 7 people who were not there at the time of execution of the agreement. That in fact one of the 7, Suleiman, was deceased. He referred to the Letter dated 2nd July, 1976 from the Public Trustee which states that the family had agreed that the house be transferred to Mr. Abass Bakari, Mrs. Aweza Bakari and Mr. Suleiman Bakari. The 3 were the principal owners of the Plot No. 297. That he signed the agreement with Aweza Bakari in 2003 whereas Dalia, the sister to Suleiman consented on behalf of Suleiman (deceased). The 3rd Defendant Yahya Shariff is the son of Mwavita Bakari. Hadija Bakari Suleiman is a beneficiary and sister to Suleiman Bakari but they did not have Letters of Administration.
 20. He stated that an agreement was made in 2003 and in 2005 a power of attorney from Zainab Wairimu Hassan was made to enable him complete the processes of registration. The consideration was Kshs. 200,000/=. The money was to be distributed to all beneficiaries equally though they had different shareholding of the Plot. That he was not the one who was to distribute the money to the beneficiaries.
 21. He testified that he was not there when the beneficiaries signed the consent agreement dated 29th December, 2001 before the chief. The deceased Suleiman Bakari was included in the consent but no one signed against his name. That Abbas Bakari was not in the meeting where the consent was signed. He later signed the 2nd consent letter dated 24th May, 2022. That the Beacon Certificate produced as PE 8 describes him as the Manager since he had not signed the agreement.
 22. It was his evidence that he paid the transfer fees after buying the Plot. The receipt acknowledging payment was issued in the name of Aweza Zainabu in whose name the property is registered. That he has been unable to transfer the plot in his name due to the arrears at the revenue section that he is paying. That he is yet to apply the title in his name.
 23. In re-examination, he stated that he sued the 3 Defendants as they are the ones who were seeking to reverse his acquisition of the Plot. That all the concerned parties consented to the sale. Further, that the Power of attorney was to help him deal with plot without any hindrance or reference to the seller.
 24. Maimuna Mohamed Sefu testified as PW 2. She adopted her Witness Statement dated 14th June, 2021 as her evidence in-chief. During cross-examination, she stated that she was present during the negotiations between the Plaintiff and the 1st Defendant. She was also present when the agreement for sale was signed. That she received the completion documents on behalf of the Plaintiff, her cousin. That although the other people who owned the plot were not present during the signing of the sale agreement, there were consents authorizing the sale. Her name was however not indicated in the agreement as a witness.
 25. She informed the court that she received the completion documents on behalf of the Plaintiff as he was away. She however could not remember the specific documents.
 26. PW 3 was Salima Ramadhan Zainabu. She also adopted her witness statement dated 9th January, 2022 as her evidence in-chief. In cross-examination, she stated that she was a tenant on the Plot since 1995. That the Landlady was Aweza who had given them a notice on the ground that the land had been sold. She confirmed that she did not vacate the premises as the new landlord allowed some tenants to stay in the house. She had no knowledge of the sale.
 27. Abdulrahman Shariff testified as PW4. He adopted his Witness Statement dated 17th December, 2021 as his evidence in-chief. It was his evidence in cross-examination that the Plaintiff is his uncle whereas



- the 3rd Defendant is his brother. That the 3rd Defendant is not a beneficiary of the Estate of the deceased as he is not a child to the deceased. That the heirs of the estate of the deceased unanimously appointed him to supervise the transaction. His responsibilities were that he was to receive the money and share it to the beneficiaries. He could however not recall the exact date he was appointed.
28. That although he was not in the meeting nor in the Advocates' office where the agreement was made, he was sent to collect the money from the Plaintiff. The money was given before the agreement was signed. He paid the money to all the beneficiaries. For the deceased beneficiary, Suleiman, he paid the money to his mother as he did not know his wife or children.
 29. In re-examination, he confirmed that he disbursed the entire amount of Kshs. 200,000/= to the beneficiaries who knew the purpose of the disbursements.
 30. Fatuma Omari Montet testified as PW 5 whereas Tamima Omari Ali, testified as PW 6. They adopted their witness statements both dated 9th January, 2022 as their evidence in-chief. Counsel for the Defendants did not cross-examine them.
 31. The Plaintiff further called Amir Mohammed Larusi Sefu who testified as PW 7. He adopted his Witness Statement dated 14th June, 2021 as his evidence in-chief. There was no cross-examination from the Defendants' counsel. It was his evidence, upon inquiry from the court that the Plaintiff is his first cousin. That he distributed the money to all the beneficiaries. With that, the Plaintiff closed his case.

Evidence adduced by the Defence

32. The first Defence witness was Robert Simiyu (DW 1), the Assistant Director Land Administration. He produced the Letter of Allotment for the suit property. Counsel for the Plaintiff had no objection to the production of the allotment letter neither did he dispute its contents. It was therefore not necessary to call him. The witness was therefore dispensed with.
33. Hadija Bakari Suleiman alias Dalia testified as DW 2. She stated that the 1st Defendant, Zainabu Wairimu Hassan is her elder sister. That they are 7 in number as the children of Mzee Bakari Suleiman Mpishi, who had 3 wives. Out of the 7, only 3 are surviving that is Sofia Bakari, Hadija Bakari and Mwanaisha Bakari. It was her testimony that they inherited the suit property from the late father and co-owned it together. She adopted her Witness Statements on page 13 and 14 of the Defendants' bundle of documents. She further produced the documents on the Defendants' List of documents dated 10th December, 2021 as exhibits and marked them as DE 1-8.
34. In cross-examination, she stated that they chose the late Zainabu Wairimu to be in charge of the suit premises before her demise. That the house had 14 rooms and was collecting rental income of Kshs. 3,800/= per month. The rent would be shared equally amongst the beneficiaries each getting Kshs. 3,800/= in turns.
35. She confirmed receiving Kshs. 28,000/= from the Plaintiff. She stated that she was informed that the person who was helping them in renovating the house had given them an advance amount which was to be recovered from the rent in two years. She did not know how much was used to renovate the house. She confirms signing an acknowledgement note produced as PE 6. That the 1st Defendant would not have sold the suit property without her consent.
36. In re-examination, she stated that she signed on a blank sheet of paper and that there was no witness.
37. DW 3 was Yahya Abubakar Shariff who stated that the Plaintiff is his maternal uncle and does not understand why he was sued. He adopted his Witness Statement on the Defendants' bundle of



documents at pages 16 and 17 as his evidence in-chief. He confirmed that the notice adduced as DE 8 was to have the house vacant for renovation purposes. The Plaintiff was to renovate the house, recoup his money from the rental proceeds then return it to the beneficiaries.

38. In cross-examination, DW 3 stated that he was informed of the intended renovations. He was not aware how long the renovations would take. That the Plaintiff gave him Kshs. 16,000/= being payment for the work done and he acknowledges receipt. He further stated that upon issuing the notice, one of the tenants sued them together with the Plaintiff as the owner of the suit premises. The suit was filed at the Rent Restriction Tribunal as case number 156 of 2005. He was the 2nd Defendant in the suit at the tribunal as the caretaker of the suit premises whereas the Plaintiff herein was sued as the owner of the suit property. He had no idea how the matter ended.
39. During re-examination, the witness stated that the renovations were in December, 2005. The houses had already been renovated and the Plaintiff was collecting rent then.
40. The last Defence Witness was Mrs. Sofia Wambui Hassan, DW4. She stated that she was a daughter of Zainabu Wairimu Hassan who passed on in the year 2022. She adopted her witness statement dated 2nd July, 2022 as her evidence in-chief.
41. She testified in cross-examination that the suit property belonged to her grandfather. That she did not see the agreement between her deceased mother and the Plaintiff but was only told about it. She stated that she does not understand why her deceased mother chose the Plaintiff to carry out the renovations yet she was financially able.

Court's Direction

42. At the close of the hearing of the suit, parties were directed to file written submissions. Both sides complied. The Plaintiff's submissions are dated 17th March, 2023 whereas the Defendants' submissions are dated 13th April, 2023. I have had the opportunity to read and consider the submissions by parties.

Issues for determination

43. I have considered the pleadings and the submissions filed, and the following issues emerge for determination: -
 - i. Whether the Sale Agreement dated 15th April, 2003 over the suit property is valid and enforceable against the Defendants.
 - ii. Whether the Plaintiff is entitled to the orders sought
 - iii. Whether the Defendants' Counterclaim is merited
 - iv. Which orders should issue?
 - v. Who should bear the costs of the suit?

Analysis and Determination

A. Whether the Sale Agreement dated 15th April, 2003 over the suit property was lawful and/or legitimate.

44. The Plaintiff's case is that he is the bonafide proprietor of the suit property having purchased it from Ms. Zainabu Wairimu Hassan for a valuable consideration of Kshs. 200,000 without notice by a sale



- agreement executed on the 15th April, 2003. That the property was originally registered in the name of Bakari Mpishi (deceased). Upon succession proceedings, the property was to be distributed amongst his beneficiaries with the 5 daughters getting 1/9 share of the property each and the 2 sons getting 2/9 share of the property each as per the Islamic Law.
45. The Letter from the Public Trustee dated 2nd July, 1976 addressed to the Director of Housing indicates that the family of the deceased had agreed to transfer the house to the daughters and sons under the Islamic Law. The distribution was to be in the ratio stated above. Further in letter dated 3rd December, 1976, the Director of Housing, also directed the Revenue Officer to change the entries in the ledger. This was so that he could receive the rents of the plot from the administrators namely; Abass Bakari, Aweza Bakari and Suleiman.
46. Prior to the execution of the Sale Agreement, all the beneficiaries consented to the sale as per the consent statement dated 29/2/2001 and that of 24/5/2001 as shown on PE 3. In addition, the Vendor, Ms. Zainabu Wairimu wrote a Letter to the Commissioner of Lands requesting him to Consent to the Transfer of the suit property to the Plaintiff. That in fact, the Plaintiff was in the process of procuring a lease for the said property. She also executed an irrevocable Power of Attorney dated 3rd April, 2006 authorizing the Plaintiff to deal with the property as he wished without any reference to her.
47. The Defendants on the other hand deny the assertion that the Plaintiff is a bona fide purchaser of the suit property. They deny signing any agreement for sale of land over the suit property disposing any of their interests to the Plaintiff and that Zainabu Wairimu Hassan had no legal capacity to transact any sale on the suit property. They deny ever consenting to the sale and accuse the Plaintiff of fraud and forgery of documents.
48. The Law of Succession Act prohibits the transfer of any of the deceased's property before a grant has been confirmed. This is the hallmark of Section 45 of the Law of Succession Act which provides for intermeddling. Intermeddling is an offence attracting criminal sanction and penalty. Section 45 of the Law of Succession Act (Cap 160 Laws of Kenya) provides that: -
- (1) Except so far as expressly authorized by this Act, or by any other written law, or by a grant of representation under this Act, no person shall, for any purpose, take possession or dispose of, or otherwise intermeddle with, any free property of a deceased person.
 - (2) Any person who contravenes the provisions of this section shall—
 - (a) be guilty of an offence and liable to a fine not exceeding ten thousand shillings or to a term of imprisonment not exceeding one year or to both such fine and imprisonment; and
 - (b) be answerable to the rightful executor or administrator, to the extent of the assets with which he has intermeddled after deducting any payments made in the due course of administration.”
49. In the case of *Bahola Mkalindi v Michael Seth Kseme & 2 others* [2012] eKLR the court held that;
- ‘The Law of Succession Act, Cap. 160 is concerned with the administration of the estate of deceased persons. The estate of a deceased person has been defined by the Act as property which the deceased person was legally competent to freely dispose of during his lifetime, and in respect of which his interest has not been terminated by his death’.



50. Section 55(1) of the said Act provides that: -

“No grant of representation, whether or not limited in its terms, shall confer power to distribute any capital assets, or to make any division of property, unless and until the grant has been confirmed as provided in section 71.”

51. Section 79 provides that: -

“The executor or administrator to whom representation has been granted shall be the personal representative of the deceased for all purposes of that grant, and, subject to any limitation imposed by the grant, all the property of the deceased shall vest in him as personal representative.” (Emphasis mine).

52. From the evidence presented before the court, Section 55 of the *Law of Succession Act* had been complied with before the property was sold to the Plaintiff. Succession proceedings had been undertaken and the suit property no longer belonged to the deceased having been distributed amongst his beneficiaries. What remained was only the actual transfer to the Defendants.

53. It is further evident that the beneficiaries received their proportionate shares of the proceeds from the sale. Although the Defendants dispute that the money received was their share of the proceeds from the sale of the suit property the documents presented before the court speak for themselves. The beneficiaries consented to the sale and received the proceeds of sale. They all agreed to sell the property to the Plaintiff. The Plaintiff thereafter took possession of the suit property and has been in possession since then.

54. No evidence has been adduced proving that the signatures and the thumb prints shown on the documents were forgeries. The consents by the beneficiaries authorized the 1st Defendant to sell the property. She therefore had the capacity to transfer the property. Further while receiving their respective shares of the purchase price, the beneficiaries clearly indicated on the acknowledgement notes that the payment was their respective share in the suit property after agreeing to sell it. The payment notes state that;

“.....being my share of our father’s plot in Majengo No. 171 after we agreed to sell it. I have no any other claim.”

55. It is my finding that the Sale Agreement dated 15th April, 2003 over the suit property is valid and enforceable against the Defendants. The Defendants cannot run away from it. They are estopped.

56. Further and as earlier noted, the suit property is yet to be registered. Evidence of title in respect of unregistered land exists only in the form of a chain of documentary records as provided in the text by Kevin Gray and Susan Francis Gray on ‘Elements of Land Law’, 5th Edition at page 185 as follows:

“Evidence of title to an unregistered estate in land usually exists only in the form of a chain of documentary records (or title deeds) which detail successive transactions with that land over the course of time. These historic documents of title (or ‘deeds bundles’) are privately controlled, being retained normally within the custody of the proprietor of the estate to which they relate. These deeds provide the “essential indicia of title” since the information contained in them, when coupled with the fact of undisturbed possession, generally identifies the person who currently has the best ‘title’ to any relevant estate in



the land. Title to an estate can also be claimed, however, by one who holds no supporting documentary evidence but relies instead on the sheer fact of his own possession.”

57. The records presented as evidence before the court speak loudly in favour of the Plaintiff. Looking at the totality of the evidence adduced the court persuaded that the Plaintiff has proved his case on a balance of probabilities.

B. Whether the Plaintiff is entitled to the orders sought

58. The Plaintiff averred that he is in the process of effecting the transfer of the suit property to his name both at the Nairobi City County and the Ministry of Lands. The delay in effecting the transfer was caused by the huge rent arrears owed by the Defendants. He adduced Land Rent and Rates receipts confirming the continued payments he has been making to the respective authorities over the years.
59. Having held that Sale Agreement dated 15th April, 2003 over the suit property is valid and enforceable against the Defendants, the Plaintiff is the lawful owner of the suit property. I find that the proprietary rights of the Plaintiff having been obtained legally, procedurally and/or without a corrupt scheme, the same is protected under Article 40 of *the Constitution*. It therefore follows that the Plaintiff is entitled to quiet and peaceful possession of the suit property hence entitled to the orders sought.

C. Whether the Defendants' Counterclaim is merited

60. The Defendants' in their Counterclaim prays for inter alia;
- a. A declaration that the suit premises belongs to the Defendants
 - b. Permanent injunction restricting the Plaintiff from entering, interfering and or meddling with the suit premises.
 - c. Remittance of rent collected by the Plaintiff monthly from the suit premises since April 2006 to date.
61. Having already found that the Plaintiff is the legal beneficial owner of the suit property and is entitled to protection of his proprietary interest in the suit property, there is no basis upon which the orders sought by the Counterclaimants can be granted. The Defendants' Counterclaim is therefore dismissed with costs to the Plaintiff.

D. Which orders should issue?

62. From the analysis hereinabove, it is clear that the Plaintiff has proved his case on a balance of probabilities. On the other hand, the Defendants have failed to prove their counter-claim. The Defendants' counter claim is dismissed with costs to the Plaintiff. Judgement is therefore entered in favour of the Plaintiff as follows: -
- a. A declaration is hereby issued declaring the Plaintiff as the legal owner of the suit property known as LR Plot No. 171 Pumwani Resettlement Scheme (Formerly Plot No. 297).
 - b. A declaration is hereby issued declaring the Plaintiff as a Purchaser of the suit property known as LR Plot No. 171 Pumwani Resettlement Scheme (Formerly Plot No. 297) for valuable consideration without notice.
 - c. A declaration is hereby issued declaring that the Defendants, their servants, agents and/ or any other person claiming through them are trespassers on the suit property.



- d. An order of injunction is hereby issued restraining the Defendants, their agents or any person acting through them from ingressing and/or engressing or interfering with quiet possession by the Plaintiff of the suit property.
- e. The Defendants' counter-claim be and is hereby dismissed.
- f. The Plaintiff shall have the costs of the suit and the counter-claim.

It is so ordered.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 15TH DAY OF JUNE 2023.

M.D. MWANGI

JUDGE

In the virtual presence of:

Mr. Wama for the Plaintiff

Ms. Kwena Jacinta for the Defendants.

Court Assistant – Yvette.

M.D. MWANGI

JUDGE

