



**Gachui (Suing in her capacity as executrix of the estate of James Mungai Gachui – Deceased) & another v Ouko & 2 others (Environment and Land Case Civil Suit 330 of 2011) [2023] KEELC 18034 (KLR) (14 June 2023) (Judgment)**

Neutral citation: [2023] KEELC 18034 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT AND LAND CASE CIVIL SUIT 330 OF 2011  
LN MBUGUA, J  
JUNE 14, 2023**

**BETWEEN**

**JAMES MUNGAI GACHUI (DECEASED ..... 1<sup>ST</sup> PLAINTIFF  
ANNE PEARL KARIMI GACHUI (SUING IN HER CAPACITY AS EXECUTRIX  
OF THE ESTATE OF JAMES MUNGAI GACHUI – DECEASED). 2<sup>ND</sup> PLAINTIFF**

**AND**

**AARON OUKO ..... 1<sup>ST</sup> DEFENDANT  
ROSALIYN DOLA OUKO ..... 2<sup>ND</sup> DEFENDANT  
ANDREW ATINDA OUKO ..... 3<sup>RD</sup> DEFENDANT**

**JUDGMENT**

1. Judgement was entered in this matter on 13.10.2022. Subsequently, the Plaintiff filed the instant application dated 18.1.2023 seeking the following orders;

“ 1) THAT this Honourable Court be pleased to review its judgment delivered on 13<sup>th</sup> October 2022 in reference to the acreage of the suit property.

2. THAT upon review, paragraph 43 (1) of the judgment be corrected to read as follows:

“ An order is hereby issued compelling the Defendants to complete the sub-division of L.R. No. 3589/6 and issue a title to the Plaintiff in respect of a portion identified as L.R. 3589/6 (G) measuring approximately 4.942 acres.”



2. The application is based on grounds on its face and on the Plaintiff's supporting affidavit sworn on 18.1.2023. She avers that by the amended plaint of 5.11.2019, she sought an order of specific performance over the portion of land identified as LR No. 3589/6 (G), the suit property. In its judgement, the court granted the prayer and directed the Respondents to "issue a title to the Plaintiff in respect of a portion identified as LR No. 3589/6 (G) measuring 2 1/2 acres.
3. She points out that she pleaded at paragraph 7 of her amended plaint that the suit property was purchased through 2 agreements of sale dated 18.8.1979 and 31.7.1980 and the total acreage is captured in the approved subdivision of LR No. 3589/6 as 2.0 Hectares and confirmed in PW1's letter dated 30.9.2002 which notes that the property "measures 2.0 hectares (4.942 ) acres.
4. She avers that the acreage in the judgement is incorrect as appears from the pleadings and evidence and believes that the reference of 2 1/2 acres in the judgment and decree is an inadvertent error apparent on the face of the record and she will suffer loss of half of her property despite this court having found that she is entitled to the entire suit property.
5. The Plaintiff's written submissions are dated 2.5.2023. She cites the case of National Bank of Kenya Limited v Ndungu Njau (Civil Appeal No. 211 of 1996) and the case of Nyamogo and Nyamogo v Kogo [2002] 1EA, to submit that this court should grant a review on the basis of an error apparent on the record being that she sought an order of specific performance over the portion of land identified as LR No. 3589/6 (G) yet the court only granted a portion thereof, being 2 1/2 acres.
6. She argues that the finding that the suit property measures 2 1/2 acres is incorrect and therefore an inadvertent error apparent on the face of the record and it doesn't require the production of additional evidence for the court to correct the same.
7. In their submissions dated 19.3.2023, the Respondents contend that they are relying on a Replying Affidavit sworn on 17.3.2023 by the 1<sup>st</sup> respondent. Further on 19.4.2023, M/s Lukoye for the defendant had informed the court that their replying affidavit is dated 17.3.2023. However, the said document is neither in the court's physical file nor on the online filing system (CTS). In that regard, the submissions of the respondents are not anchored on any foundational pleading and are therefore disregarded; See Gideon Sitelu Konchellah v Julius Lekakeny Ole Sunkuli & 2 others [2018] eKLR.
8. The issue falling for determination is whether there was an error apparent on the face of the record in the judgment delivered on 13.10.2022 to warrant a review thereof.
9. The provisions of Section 80 of the Civil Procedure Act (Cap.21) Laws of Kenya stipulates that:  

" Any person who considers himself aggrieved:-

  - a. By a decree or order from which an appeal is allowed by this Act, but from which no appeal has been preferred; or (b) By a decree or order from which no appeal is allowed by this Act, may apply for a review of judgment to the court which passed the decree or made the order, and the court may make such order thereon as it thinks fit."
10. While the provisions of Order 45 of the Civil Procedure Rules provides as follows:  

"(1) Any person considering himself aggrieved;-

  - a. By a decree or order from which an appeal is allowed, but from which no appeal has been preferred; or



- b. By a decree or order from which no appeal is hereby allowed, and who from the discovery of new and important matter or evidence, which after the exercise of due diligence, was not within his knowledge or could not be produced by him at the time when the decree was passed or the order made, or on account of some mistake or error apparent on the face of the record or for any other sufficient reason, desires to obtain a review of the decree or order, may apply for review of judgment to the court which passed the decree or made the order without unreasonable delay.”
11. Thus courts have discretion to allow a prayer for review within the set down legal framework. This principle was reiterated in *Menginya Salim Murgani v Kenya Revenue Authority* [2014] eKLR, where the court held,
- “It is a general principle of law that a Court after passing Judgment, becomes functus officio and cannot revisit the Judgment on merits, or purport to exercise a judicial power over the same matter, save as provided by law.”
12. Courts have established that where a review is based on an error apparent on the face of the record, the error must be self-evident. In *National Bank of Kenya Limited v Ndungu Njau* (1997) eKLR the Court stated that;
- “A review may be granted whenever the court considers that it is necessary to correct an apparent error or omission on the part of the court. The error or omission must be self-evident and should not require an elaborate argument to be established.”
13. The Plaintiff seeks review on ground that the court committed an inadvertent error on the face of the record by awarding her 2<sup>1</sup>/<sub>2</sub> acres of LR No. 3589/6 G instead of 4.9 acres. The question this court is called upon to determine is whether awarding the Plaintiff 2<sup>1</sup>/<sub>2</sub> acres was indeed an inadvertent error on the face of the record.
14. Paragraph 7 of the plaintiff’s amended plaint does not capture the purported acreage of 4.9 acres. Equally, the final prayers sought in the amended plaint do not make reference to the acreage of the suit property. For the two sale agreements dated 18.8.1979 and that of 31.7.1980, the earlier one makes reference to the purchase of 2<sup>1</sup>/<sub>2</sub> acres, while the latter only identified the plot as “G”.
15. Nevertheless, I find that the actual identification of the acreage can be discerned from subdivision scheme plan which is the document availed as “FWKC” in the Affidavit of PW1 dated 30.9.2019 which shows the acreage of the plot of Gachui as 2.029 ha. To this end I find that the prayer for review is merited as the aforementioned acreage is equivalent to 5 acres or thereabout.
16. The application dated 18.1.2023 is hereby allowed. Each party is to bear their own costs of the application. The judgement delivered on 13.10.2022 is to be amended according to capture the changes at paragraph 43 of the judgment.

Dated, Signed And Delivered At Nairobi This 14<sup>th</sup> Day Of June, 2023 Through Microsoft Teams.

Lucy N. Mbugua

Judge

In the presence of:-



Kahura for Plaintiff/Applicant

Ng'eno holding brief for Lukoye for Defendant Respondent

Court clerk: Kajuju

Republic Of Kenya

In The Environment And Land Court At Nairobi

Elc Civil Case No. 330 Of 2011

Anne Pearl Karimi Gachui

(suing In Her Capacity As Executrix Of The Estate Of James Mungai Gachui – Deceased).....plaintiff

Versus

Aaron Tafari Ouko .....1<sup>st</sup> Defendant

Rosaliyn Dola Ouko.....2nd Defendant

Andrew Atinda Ouko.....3rd Defendant

Amended Judgment

(Pursuant to the Ruling Delivered on 14.6.2023)

1. At the heart of the dispute is a parcel of land L.R. No. 3589 /6 measuring 87.5 acres or there about registered in the name of one JASON ATINDA OUKO (hearing after – the vendor) who died on 2.2.1996. The land is situated in Nairobi Langata / Karen area. The plaintiff claims that her husband, one JAMES MUNGAI GACHUI had bought a portion of the suit land (L.R. 3589/6 G) way back in 1980 from one Simon Njenga who in turn had bought the land from the vendor. The plaintiff avers that the process of subdivision of the land was commenced but not completed. That some time in year 2011, the defendants threatened to evict her prompting her to file this case.
2. Vide a plaint dated 6.7.2011 and amended on 5.11.2019, the plaintiff is seeking the following orders:
  - “i. i. A permanent injunction against the Defendants, their servant and or their agents or anyone acting on their behalf or behest from entering or in any other manner whatsoever interfering with the Plaintiff’s right of occupation and quiet possession of L.R. No. 3589/6 (G)
  - ii. A declaration that the Defendants are trespassing on the Plaintiffs property.
  - iii. General damages for trespass;
  - iv. An order compelling the Defendants to complete the sub-division of L.R No 3589/6 and issue a title to the Plaintiff;
  - v. In the alternative, the Registrar of Titles do issue a title to the Plaintiff.
  - vi. Costs of this suit;
  - vii. Any other or further orders and/or reliefs as this Honorable Court might deem just.
3. The defendants filed a statement of defence, dated 30.11.2011 and amended on 25.11.2019 where they have identified themselves as the administrators of the estate of Jason Atinda Ouko being sons and the



- window of the deceased. They contend that the purported plot No 3589/6 G allegedly hived from L.R. 3589/6 doesn't exist as the latter parcel has never been subdivided and is still in the name of Jason Atinda.
4. The defendants further denied that Jason Atinda ever sold the land to one Simon Njenga, thus the later did not have any proprietary rights in the suit property capable of being transferred to the plaintiff, hence the plaintiff is a trespasser. The defendants term the claim of the plaintiff as frivolous vexations and an abuse of the court process hence the same should be dismissed.
  5. During the trial, the plaintiff Anne Pearl Karimi Gachui testified as PW2. She adopted her statement dated 5.7.2011 as her evidence. She also produced the documents in the bundles dated 6.7.2011, 8.11.2019 and 4.5.2022 as her exhibits. Her evidence is that her husband purchased the suit plot L.R. 3589/6 (G) from one Simon Njenga Onesmus vide a sale agreement of 18.8.1979 and 31.7.1980. Simon Njenga had in turn bought the said plot from the vendor (Jason). That Simon Njenga had duly informed the vendor (Jason) and his advocates that he had sold his plot to James Mungai. In the circumstances, Jason Atinda had in turn recognized James Mungai Gachui as the owner of that land.
  6. The plaintiff avers that her late husband actively pursued the issuance of a title from the vendor (Jason) and his advocates such that in 1995, her husband attended a meeting with other purchasers where it emerged that the vendor Jason had failed to comply with the conditions imposed by the city council in relation to the subdivision of the land.
  7. PW1 further stated that on or about 26th and 29th June 2011, the defendants threatened to evict her and her neighbours.
  8. During cross examination PW2 stated that she had nothing to show that the big parcel of land was subdivided and that her husband bought the land from Simon when it was still not subdivided. PW2 has no document, showing how her husband paid for the land to Simon.
  9. PW1, one Fackson Wainaina Kagwe adopted his affidavit dated 30.9.2019 and the annexures thereof as his evidence. He avers that he is an advocate of the High Court of Kenya. That Jason the vendor, who was the registered owner of the large parcel 3589/6 had appointed him to act for him in the conveyancing transactions of the suit property. The vendor had furnished him with a list of buyers who included one Gachui who is listed as No. 29. He contends that there was a subdivision plan. There was also a meeting of all purchasers on 25.11.1995 and Gachui was present though he later died.
  10. During cross examination PW1 reiterated that he was the conveyancing lawyer for Jason (vendor), but payments for the suit plot were not done through him. He avers that when his client passed on, he ceased to act for him.
  11. The defence case was advanced by Aaron Tafari Ouko who testified as DW1. He adopted his statement dated 15.12.2011 as his evidence. He also produced the documents in his bundle dated 15.12.2011 as his exhibits. He avers that the suit land measuring about 87 acres located in Karen – Langata parcel No. L.R. 3589/6 is registered in the name of his late father Jason Atinda Ouko. He contends that Simon Njenga who allegedly sold a portion of the land to plaintiff's husband was unknown to their father, and that the suit land was never subdivided. He contends that Simon Njenga had no right to sell the land to anyone hence the alleged sale was illegal. DW1 terms the plaintiff as a trespasser.
  12. In her submissions dated 3.6.2022, the plaintiff avers that Simon Njenga had indeed purchased the suit plot as is evidenced from the letter of 27.11.1980 (page 14 in bundle of 6.7.2011) in which Gachui's advocates were writing to vendor's (Jason) advocate (Daly & Figs) informing them that Simon had sold his plot to Gachui. And in the letter next dated 2.12.1980, Simon's Lawyers (Machira & Co) also wrote to Daly & Figs to confirm the same.



13. It was submitted that the two sale agreements availed by the plaintiff confirm that Simon Njenga had sold his plot to Gachui which was 2<sup>1</sup>/<sub>2</sub> acres.
14. It was also submitted that Simon Njenga had become the beneficial owner of the suit property hence he could dispose off the same. On this point, the plaintiff cited Halsbury's Laws of England (4th edition) Vol 42 at paragraph 177 where it is stated that:

“An agreement for the sale of land, of which specific performance can be ordered, operates as an alienation by the vendor of his beneficial proprietary interest in the property. As from the date of the contract, his beneficial interest is transferred from the land to the purchase money, and, if his interest was of the nature of realty, it is from that date converted into personalty.”

It was further submitted that the above mentioned rule is also espoused in Megarry & Wade's 'Law of Real Property' as follows:

“It does not matter that the date of completion, when the purchaser may pay his money and take possession, has not yet arrived; equity looks upon that as done which ought to be done, and from the date of the contract the purchaser becomes the owner in the eyes of equity”.

15. The plaintiff avers that there has been previous litigation in relation to the suit land where it emerges that the subdivision of the land had commenced and the scheme plan was approved way back on 26.5.1992.
16. In support of her case, the plaintiff relied on several authorities in which the same large parcel of land L.R.No.3589/6 was the subject matter. That in “Nairobi HCCC 673 of 1985 Joseph Kamau Ngiria v Martin T. Waithaka (cited in Joseph Kamau Ngiria vs. Roselyn Dola Ouko & 2 Others (2019) eKLR, the case concerned a different plot in the same land LR 3589/6, where Ouko offered to sell to Martin Waithaka 2½ acres at Kshs. 500,000/=. The plaintiff lent Waithaka Ksh. 100,000/= to enable Waithaka pay Ouko part of the purchase price. Waithaka then sold to the plaintiff one acre and the plaintiff moved in and built a house on the one acre and started living there. The Court found that the sale of the one acre was a legitimate sale.”
17. Another case cited is that of “Rose Waruinu Muthemba v Rosalyna Dola Ouko & 2 others [2020] eKLR. That this case also related to the sub-divisions sold by Ouko. As in the present case, the Defendants therein denied that Ouko had sold land to the Plaintiff. That in allowing the Plaintiffs to claim a portion of the property, the Court stated that;  
  
“The defendants had contended in their replying affidavit that the land that was claimed by the plaintiff was un-delineated, undefined and non-existent. I am not in agreement with this submission. The evidence on record shows that the suit property was purchased by the deceased after it had been delineated and its boundaries marked”.
18. Another case cited by the plaintiff is ELC No. 493 of 2011 (O.S), where the Environment and Land Court by its judgment and decree ordered the administrators of Ouko's estate, the Defendants herein, to complete the sub-division as per the sub-division scheme prepared by Ouko and issue individual titles.
19. In their submissions dated 24.6.2022, the defendants have reiterated that one Saimon Njenga had no mandate to sell the suit land citing the principle “nemo dat quod non habet” which means that, one



cannot give what he does not have. To this end, the defendants cited the case of Daniel Kiprugut Maiywa v Rebecca Chepkurgat Maina [2019] eKLR where the court opined thus:

“The nemo dat principle means one cannot give what he does not have. This principle is intended to protect the title of the true owner. The rationale behind this principle is that whoever owns the legal title to land holds the title thereto until he or she decides to transfer it to someone else. Accordingly, an unauthorized transfer of the title by any person other than the owner generally has no legal effect, which means the owner continues to hold the title to the land while the person who received the invalid title owns nothing...”

20. It was further submitted that plaintiff has not adduced any evidence to show that she is a bonafide purchaser for value and there is no evidence adduced to show that any payments were ever made and that no valid contract existed between Samuel Njenga and James Gachui and the agreements availed by the plaintiff have not been corroborated.

21. It was therefore submitted that the relief on specific performance is not available to the plaintiff and on this point, reference was made to Reliable Electrical Engineers Ltd Vs Mantrac Kenya Limited [2006] eKLR, wherein Justice Maraga (as he then was) stated that:-

“Specific performance like any other equitable remedy is discretionary and the Court will only grant it on well principles. The jurisdiction of specific performance is based on the existence of a valid enforceable contract. It will not be ordered if the contract suffers from some defect, such as failure to comply with the formal requirements or mistake or illegality, which makes the contract invalid or enforceable...”

22. It was submitted that plaintiff’s illegal occupation of the parcel of land in dispute has now come to an end as plaintiff has no valid claim over the suit property hence the suit should be dismissed with costs.

### **Determination.**

23. There is no controversy that the large parcel No LR 3589/6 measuring about 87.5 acres is registered in name of Jason Atinda Ouko who is deceased. It is also not disputed that plaintiff is the legal representative of one James Mungai Gachui, while defendants are the legal representatives of Jason Atinda Ouko. It is also quite apparent that plaintiff is in occupation of the suit parcel which is a portion of the larger parcel 3589/6.

24. The issues falling for determination are whether one Saimon Njenga had any rights and or interests in the suit land capable of being alienated and whether the plaintiff is entitled to the prayers sought in the amended plaint.

25. Vide the sale agreements dated 18.8.1979 and 31.7.1980 Simon Njenga Onesmus was selling plot G which was 2½ acres of LR 3589/6 of which Machira & Co. were the advocates for Simon while D. Karanja Advocate was acting for James Mungai Gachui. Certainly, the land did not belong to Samuel Njenga. However, out of that transaction the plaintiff settled on the said land in 1980. It is worthy to note that Jason Atinda Ouko passed on 16 years later on 2.2.1996.

26. The correspondences availed by the plaintiff in her bundle of 8.11.2019 at page 17 indicates that D. Karanja advocates duly informed Daly & Figs, advocates for Jason that Saimon Njenga had sold his plot to James Gachuhi. The letter is dated 27.11.1980. Soon thereafter on 2.12.1980, Machira & Co, advocate for Saimon also wrote to Daly and Figs (page 18 of same bundle) confirming that indeed their client Saimon Njenga had sold his plot to James M. Gachui stating “our client has since then been granted vacant possession.”



27. DW1 did not outrightly deny that his father's advocates were Daly & Figs and was rather evasive on this issue, simply stating that: "for the correspondence touching on Daly & Figs, I had seen them in other matters". DW1 has not proffered any evidence to counter the documents appertaining to the sale of the plot by Saimon to James.
28. In the case of Peter Nyaga Kairu v Esther Wanjiku Njau & 5 others [2019] eKLR, I stated that;
- "Plaintiff had over 14 years to sort out all these issues during the life time of his brother (deceased). The Latin phrase "Mortui non mordent", which means dead men don't tell tales, dead men don't bite is very much applicable in this case".
29. Jason did not interfere with the plaintiff's occupation of the suit land during his lifetime and therefore, the above quoted latin maxim is applicable herein. It is therefore apparent that the plaintiff's occupation on the suit land is derived from the interest passed onto her husband by one Saimon Njenga. Thus Saimon Njenga had a beneficial interest in the suit plot and he duly informed the vendor (Jason) about his transfer of that interest to Gachui.
30. On whether the prayers sought by the plaintiff are merited. I find that defendants' seem to derive comfort in the fact that the entire land is still intact in terms of registration and subdivision. However, DW1 did admit during cross examination that he was aware that his father had sold the land. He also stated that his father had started the process of subdivision but he doesn't know when this occurred, though he eventually owned up to being aware of the subdivision scheme plan which is annexed to the letter on page 27 in plaintiffs bundle of 6.7.2011.
31. It turns out that the approval of the subdivision of the big land was given on 5.2.2002, and a subdivision certificate was given on 25.1.2006.
32. In the case of John Mark Wandolo v Paul Nganga Nage [2020] eKLR, the court cited, Homes Ltd vs Kays Investment Ltd [2015] eKLR where the court quoted the following;
- "In the case of Manzoor v Baram [2003] EA the court of Appeal held that specific performance is an equitable remedy grounded in the equitable maxim that "equity regards as done that which ought to be done."
33. In the case of Macharia Mwangi Maina & 87 others v. Davidson Mwangi Kagiri [2014] eKLR, the court was dealing with a case whereby the respondent owned 256 acres of land which he sold to the appellants using a proposed map containing 240 plots of one acre each and appellants went ahead to take vacant possession. Years later, the respondent reneged and or refused to transfer the individual plots to the appellants. The Court of Appeal while delivering a judgment in favour of the purchasers/occupants (the Appellants) of the plots cited Lord Reid in Steadman -vs- Steadman [1976] Ac 536, 540 as follows:
- "If one party to an agreement stands by and lets the other party incur expense or prejudice his position on the faith of the agreement being valid, he will not then be allowed to turn around and assert that the agreement is unenforceable."
34. In the instant case, there is no evidence that Jason made any demand of any payments from Saimon or James during his lifetime yet plaintiff settled on that land in 1980's. It is apparent that the process of issuance of titles stalled for one reason or another, such that by 1995, the vendor Jason had not compiled with the intricacies of subdivision of the large parcel. And by the time the approvals for



subdivision were given in year 2002, Jason was no more and there was no legal administrator of his estate, seeing that the limited grant was only issued on 22.5.2006.

35. What emerges from the foregoing analysis is that the only issue that has been pending in respect of plaintiff's plot is the legal process of hiving off the portion known as plot G from the mother title in so far as this dispute is concerned.
36. The court takes judicial notice of the numerous litigation touching on the suit property. The actual avalanche appears to have taken shape in 2011 after the defendant issued a letter dated 24/11/2010 (page 32 in plaintiffs bundle of 6.7 2011) headed "NOTICE TO ALL PURCHASERS OF L.R NO 3589/6).
37. In one such case, *Hellen Wanjiru Mwangi v Administrators to the Estate of Jason Atinda Ouko* [2020] eKLR, the court had noted that the only process remaining was that of registration, and thus declared that the "Defendant Estate is liable to complete the sale and purchase transaction to the Plaintiff herein by obtaining registration of the Plaintiff as the registered proprietor of LR NO. 3589/45.". In the said case the court cited the case of *Gurdev Singh Birdi & Another vs Abubakar Madhbuti* [1996] eKLR where the court stated as follows:

"It cannot be gainsaid that the underlying principle in granting the equitable relief of specific performance has always been that under all the obtaining circumstances in the particular case, it is just and equitable so to do with a view to doing more perfect and complete justice. The court does not bar a claim on the ground that the plaintiff has failed in literal performance, or is in default in some non-essential or unimportant term, although in such cases it may grant Compensation".
38. In another case ELC 493 of 2011 (OS) *Karen Kwamboka Okari vs. Roselyn Dola Ouko & 2 others* the court gave orders that:

"THAT the Defendants be and are hereby directed to co-operate with the Director of Surveys and the Land Registrar to have LR No. 3589/6 (IR No. 23229) measuring 87.5 acres subdivided and individual titles issued for the portions created therefrom based on the subdivision scheme earlier prepared by the late Jason Atinda Ouko."
39. DW1 admitted to being aware of the decree in the above mentioned case but averred that they had not fully complied with the judgment due to financial constraints.
40. What is clear is that courts have already made pronouncements to the effect that the large parcel No. L.R. 3598/6 should be subdivided to give rise to individual titles.
41. It is not lost to this court that though the defendants are well aware that the plaintiff has been on the suit land for a long period of time, they have not made any counterclaim in their pleadings to assert their claim on the land.
42. The end result is that plaintiff's claim is merited. However, I will desist from granting any general damages for trespass seeing that there is no evidence that defendants had carried out their threats to evict the plaintiff.
43. FINAL ORDERS; The plaintiff's claim is allowed in the following terms;
  - I. An order is hereby issued compelling the Defendants to complete the sub-division of L.R No 3589/6 and issue a title to the Plaintiff in respect of a portion identified as L.R 3589/6 (G) measuring 2<sup>1</sup>2acres.4.942 acres.



II. A permanent injunction is hereby issued against the Defendants, their servants and or their agents or anyone acting on their behalf or behest from entering or in any other manner whatsoever interfering with the Plaintiff's right of occupation and quiet possession of parcel L.R. No. 3589/6 (G).

III. The defendants are condemned to meet the costs of the suit.

**DATED, SIGNED AND DELIVERED AT NAIROBI THIS 13<sup>TH</sup> DAY OF OCTOBER, 2022  
THROUGH MICROSOFT TEAMS.**

**LUCY N. MBUGUA**

**JUDGE**

In the presence of:-

Gachuhi for the plaintiff

Onyango for defendants

Court assistant: Eddel/Joan

**AMENDED AND SIGNED AT NAIROBI THIS 14<sup>TH</sup> DAY OF JUNE 2023**

**LUCY N. MBUGUA**

**JUDGE**

