



Adero & another (Suing in their Capacity as the Legal Representatives of the Estate of Pamela Akumu Obong’o - Deceased) v Oduor & another (Environment & Land Case 402 of 2017) [2023] KEELC 21297 (KLR) (31 October 2023) (Judgment)

Neutral citation: [2023] KEELC 21297 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KAJIADO
ENVIRONMENT & LAND CASE 402 OF 2017
LC KOMINGOI, J
OCTOBER 31, 2023**

BETWEEN

WALTER SULMAN ADERO 1ST PLAINTIFF

MAXWELL NYARANGA OBONG’O 2ND PLAINTIFF

**SUING IN THEIR CAPACITY AS THE LEGAL REPRESENTATIVES OF THE
ESTATE OF PAMELA AKUMU OBONG’O - DECEASED**

AND

MARGARET OSOLO ODUOR 1ST DEFENDANT

ESTHER WANJIRU WANJOHI 2ND DEFENDANT

JUDGMENT

1. By a Plaint dated 9th November 2007 and Amended on 30th September 2022. In the Plaint, the late Pamela Akumu Obong’o (plaintiff) had sued her husband the late Vincent Seth Obongo as the 1st Defendant but in the Amended Plaint he was removed from the suit.
2. It is the Plaintiff’s case that, together with her husband Vincent Seth Obongo purchased property LR No. Ngong/Ngong/9285 on 12th October 1988 which was subdivided and gave rise to property LR No. Ngong/Ngong/9550 (herein after referred to as “the suit property.”) Whereas she was not residing on the suit property she claimed to have been cultivating on it. She resided on the adjacent plot. On 27th October 2007, she spotted people on the suit property and on inquiring about their presence she was informed that the suit property had been sold to the 2nd Defendant. Unfortunately her queries to her husband about the sale remained unanswered.
3. A search at the Kajiado Lands Registry revealed that the suit property was transferred to the 1st Defendant in 1990 by her late husband. The 1st Defendant then went ahead and sold and/or transferred



it to the 2nd Defendant. It is her case that the transfer to the 1st Defendant was null and void for lack of her consent as Vincent Seth Obongo's wife and consent from the Land Control Board. The Plaintiff thus sought;

- a. An order restraining the Defendants/Respondents by themselves, their employees, agents, servants, and/or workers from selling, constructing in, dealing with, disposing off or in anyway whatsoever alienating or interfering with the LR No. Ngong/Ngong/9550 situated in Ngong.
 - b. An order directed to the District Land Registrar Kajiado ordering him/her to nullify the titles issued to the 1st and 2nd Defendants together with the preceding transfers.
 - c. In the alternative, compensation for the costs of the land at the current market price to be confirmed by a registered valuer.
 - d. Costs and interests of this suit.
 - e. Any other further relief that the court may deem fit to grant.
4. The 1st Defendant in her Statement of Defence dated 28th February 2023 contested that the suit property was matrimonial property, acknowledged that she was Vincent's second wife and the suit property was transferred to her in 1990. As such the Plaintiff had no legal interest to it. She confirmed that the Plaintiff who was Vincent's first wife lived on the adjacent suit property which was similarly transferred to her in 2009. She averred that the suit property being legally hers, she sold and transferred it to the 2nd Defendant. She thus prayed for dismissal of the suit with costs.
5. The 2nd Defendant in her Statement of Defence dated 8th December 2022 contested the Plaintiff's allegation on grounds that she was a bona fide purchaser for value upon undertaking due diligence and obtaining all requisite consents and making payments. She indicated that in 2007 when the sale took place there was no requirement for spousal consent as claimed by the Plaintiff. She added that the Plaintiff's claim that she was not aware that the suit property had been transferred to the 1st Defendant was false because she had adduced a certificate of search dated 2nd March 2005 clearly showing that the property belonged to the 1st Defendant and this was two years before the property was sold off to them. She urged the court to find that if the transfer between Vincent Obongo and the 1st Defendant was not consented to by the Land Control Board, their infractions should not be visited upon her because she followed due process and obtained all consents legally. She also contested the allegation of fraud stating that it had not been proved. While asking the court to dismiss the suit with costs she noted that the Amended Plaintiff was defective as it contravened Order 2 Rule 4 of the Civil procedure Rules.

Evidence of the Plaintiff

6. PW1, Pamela Akumu Obongo adopted her witness statement dated 25th April 2012 as part of her evidence in chief. She stated that she got married to Vincent Seth Obongo in 1978 and the property was acquired in 1988 during the subsistence of their marriage. In the year 2007 a surveyor visited the land together with other people and this caused her to question her husband of their intention. Her husband declined to provide any answers and she reported the matter to the police station but was advised to follow up the issue with Kajiado Lands Registry. A search carried out dated 2nd March 2005 showed that the suit property had been transferred to the 1st Defendant. A further search conducted in 2007 showed that the suit property had further been transferred to the 2nd Defendant together with another person. She stated that she was neither involved in the transfers nor had she consented. She indicated that she was aware that her husband and the 1st Defendant were living together but she could not ascertain whether they were married or not.



7. It is worth noting that she was stood down for cross examination at a later dated, but she never appeared in court for cross examination and she later passed away in 2019. It was her son Maxwell Obong'o one of the legal representatives who appeared in court for cross examination on 9th February 2023.
8. On cross examination he stated that his mother resided on the adjacent plot and his father resided in Kisumu. His mother only learnt of the subdivision in 2007 after it had been sold. A search conducted by his mother on 2nd March 2005 showed that the suit property had been transferred to the 1st Defendant on 6th April 1990. He stated that he had not adduced the original title to the suit property since the documents were always in his father's custody.
9. On re-examination he stated that his mother resided on LR No. Ngong/Ngong/9286 but had always been tilling and cultivating the suit property until it was sold off to the 2nd Defendant in the year 2007. He confirmed that the green card entries showed that the suit property was registered in his father's name Vincent Seth Obongo on 12th October 1988, transferred to Margaret Osolo on 6th April 1990 and to Esther Wanjohi on 14th August 2007. He indicated that his parents got married on 3rd June 1978 as per the certificate of marriage produced but sometime in the 1980s his father introduced them to the 1st Defendant as his friend.

Evidence of the Defendants

10. DW1, Esther Wanjohi the 2nd Defendant adopted her witness statement as part of her evidence in chief and produced her bundle of documents as exhibits. She stated that prior to the purchase of the suit property they visited it, while accompanied by Vincent Obongo. They also conducted a search which presented the 1st Defendant, Margaret Osolo as the registered owner from the year 1990. They then executed a sale agreement dated 21st July 2007 produced as D. Exhibit 2 which was signed by Vincent Obongo on behalf of his wife Margaret. They paid Kshs. 1,500,000 for the property as consideration as evidenced by D. Exhibit 3 and a Title Deed was issued to them dated 14th August 2007 marked as D. Exhibit 4. She noted that the late Vincent Obongo informed them that the suit property belonged to Margaret who was his younger wife and the adjacent plot belonged to his first wife.
11. On Cross examination she stated that they visited the suit property on diverse dates between June and July 2007 and that the sale agreement was signed by Vincent Obongo. She indicated that Kshs. 1,050,000 of the purchase price was paid through banker's cheques and other payments given to Vincent Obongo in cash. She stated that all documents executed were brought to them by the said Vincent Obongo adding that they never met the Plaintiff (Pamela) nor spoke to her. She confirmed that the consent was dated 3rd July 2007 and the search dated 16th July 2007 which was before the sale agreement was executed. She also pointed out that the suit property was yet to be developed.
12. On re-examination she stated that the sale agreement was signed by Vincent Obongo on behalf of Margaret. She also confirmed that the consent was obtained before the sale agreement was executed because they wanted all documents to be ready by the time the sale agreement was being executed.
13. DW2, Daniel Wanjohi Mukundi, the 2nd Defendant's husband adopted his witness statement as part of his evidence in chief. He confirmed that the sale agreement was executed by Vincent Obongo and he was the one who took them to the suit property accompanied by their advocate Mathias Kamau (DW3) and a friend.
14. On cross examination he indicated that during the transaction they only dealt with Vincent and never interacted with Margaret. He also stated that the sale agreement was signed by Vincent Obongo as Margaret's representative although there was no document to confirm this. He indicated that he met the late Pamela when she threatened his guard and a matter in relation to this incident was heard at



- Kibera Law Courts. She was acquitted for lack of evidence. He confirmed that the transfer of the suit property was executed and Title issued on 14th August 2007 while they had not completed paying the purchase price. He also confirmed that suit property was yet to be developed due to the pendency of this suit.
15. On re-examination he stated that Vincent Obongo indicated that he was handling the transaction on behalf of his wife Margaret because she was busy. He confirmed that they asked for completion documents before executing the sale agreement because they wanted to be sure of the legality of the title. He also confirmed that some money was paid in cash to Vincent Obongo and other amounts paid vide Banker's cheque.
 16. DW3, Benson Muiruri Kinyajui the 2nd Defendant's friend also testified and adopted his witness statement dated 3rd February 2023.
 17. On cross examination he confirmed that he was present at the site visit guided by Vincent Obongo together with the 2nd Defendant's advocate Mathias and her husband DW2. He stated that during the transaction he only saw a gentleman and never met the 1st Defendant.
 18. DW4, Mathias Kamau, the advocate did the transaction adopted his witness statement dated 16th February 2023 as part of his evidence in chief.
 19. On cross examination he stated that he represented both the vendor and the purchaser in the transaction although he only met the 1st Defendant when she brought the transfer documents. He confirmed that the sale agreement was signed by Vincent Obongo on behalf of the 1st Defendant after confirmation on phone that he was her husband and she was the owner of the property. There was no document such as a power of attorney to validate the authority given. There was also no document to show that Vincent Obongo and the 1st Defendant were married. He stated that he did not get into the intricacies of the marriage and was only concerned with Margaret as the registered owner of the suit property. He however pointed out that it was evident that Vincent Obongo and the 1st Defendant were cohabiting.
 20. He confirmed that the Land Control Board consent was obtained prior to the signing of the sale agreement because he asked that all documents be ready. He however pointed out that he was not involved in obtaining the said consent. He confirmed that the transfer documents were brought by the 1st Defendant but he did not witness her signing them. He however stated that the 1st Defendant never contested signing them. He also confirmed that by the time the transfer documents were lodged at the Lands Registry, the entire purchase price had not been paid and the last cheque dated 26th October 2007 which was after the lapse of the Ninety (90) days stipulated in the sale agreement.
 21. On re-examination he stated that the entire purchase price was eventually paid and all documents that required to be executed by the vendor were duly signed.
 22. DW5, Margaret Osolo Oduor the 1st Defendant and a lecturer at Uzima University in Kisumu adopted her witness statement dated 28th February 2021 as part of her evidence in chief. She produced her bundle of documents as exhibits in this case. She stated that the sale agreement was signed on her behalf by her husband the late Vincent Obongo but she was the one who signed the transfer and all the other documents. She also confirmed that they received the entire purchase price of the suit property.
 23. On cross examination she confirmed that the suit property belonged to her having been transferred and registered in her name 1990 for a consideration of Kshs. 50,000. No evidence was produced to show payment of the said Kshs. 50,000. She acknowledged being aware that Pamela was Vincent Obongo's wife and stated that she got married to Vincent in 1988 under customary law and had a chief's letter



to confirm this. She confirmed that she never carried out any activities on the suit property and it is Pamela who had been cultivating on it. She further confirmed that the Land Control Board's consent was obtained before the sale agreement was executed though she did not have an explanation for this. She also confirmed that the sale agreement was executed by Vincent Obongo although he did not have a power of attorney. She concluded by pointing out that they had received the entire purchase price for the suit property.

24. On re-examination she affirmed that she signed the application for consent from Land Control Board and transfer forms and that she received the whole purchase price of the suit property.
25. At the close of the oral testimonies, parties tendered final written submissions.

The Plaintiff's Submissions

26. Counsel for the Plaintiff outlined four issues for determination as summarised below.
27. Whether the 1st and 2nd Defendants were legal owners of the suit property, counsel submitted that LR No. Ngong/Ngong/9285 which was subdivided resulting to LR No. Ngong/Ngong/9550 was purchased by the late Vincent with the help of his late wife Pamela. Therefore, the transfer to the 1st Defendant was irregular because the property being matrimonial property and the Plaintiff's consent was required for any transaction to be made. Counsel also questioned the allegation that the 1st Defendant was Vincent's wife on the ground that no evidence was adduced to support it. It was also submitted that Land Control Board's consent was also not sought prior to its transfer to the 1st Defendant.
28. Counsel went on to submit that the 2nd Defendant was also not a bona fide purchaser for value as per the case of *Weston Gitonga & 10 others vs Peter Rugu Gikanga & Another* [2017]eKLR. The following discrepancies in the sale between the 1st and 2nd Defendant were outlined: the sale agreement was signed by Vincent Seth Obongo who there was no evidence to show that he had authority to execute the agreement; the 2nd Defendant never met the 1st Defendant during the sale but only met her husband Vincent; consent to transfer the property was obtained prior to the execution of the sale agreement; the transfer was effected before the purchase price was paid in entirety; the advocate handling the transaction never met the 1st Defendant who he purported to have signed the transfer documents in his presence because the documents were brought to him after they had been executed and the Plaintiff had also informed the 2nd Defendant not to proceed with the purchase of the suit property because it had an unresolved dispute.
29. On whether spousal consent was necessary for the transfer of the suit property, counsel submitted that the property having been acquired during the subsistence of the marriage it was matrimonial property as confirmed that the Plaintiff cultivated and improved it. As such, its transfer to the 1st Defendant was done without her consent contrary to Sections 9 and 12 of the *Matrimonial Property Act* and Section 93(2) of the *Land Registration Act*. Counsel also added that even though the property was transferred in 1990 spousal rights over matrimonial property have always been an overriding interest as was stipulated by Section 30 of the repealed Registration of *Land Act* and held in *Virginia wanjiku vs David Mwangi Jotham Komen* (2013) eKLR, *Wairimu Kimani vs Joseph Mburu Kimani* (2016) eKLR and *Peninah Wambui Mugo vs Moses Njaramba Kamau & Mary Muthoni Njaramba* (2017) eKLR.
30. Whether a title can be cancelled for being acquired illegally, counsel made reference to the case of *Munyu Maina vs Hiram Gathiha Maina* and submitted that title to the suit property having been



acquired irregularly by the 1st Defendant ought to be cancelled as guaranteed by Section 80 of the [Land Registration Act](#).

31. In conclusion, Counsel submitted that the Plaintiff having proved her case on a balance of probability, was entitled to the prayers sought with costs.

The Defendants' submissions

32. In their submissions, Counsel asked the court to expunge the Plaintiff's testimony from the record because it offended Article 25 and 50 of [the Constitution](#) on right to fair trial and right to a fair hearing because she failed to appear in court for the Defence to cross examine her.
33. On whether the 1st Defendant was the registered proprietor for the suit property, counsel submitted that the 1st Defendant having acquired the suit property for a consideration of Kshs. 50,000 in 1990 her right to title was protected by Section 25 and 26 of the [Land Registration Act](#) and she had legal authority to transfer and pass good title to the purchasers. Reference was made to Thomas Mose Kenyenyia vs Arvindhendra Himatlal Mehta & 2 others [2022] eKLR and Peter Kamau Njau vs Emmanuel Charo Tinga [2016] eKLR.
34. Whether the transaction of the suit property was valid, counsel submitted that prior to its purchase, the 2nd Defendant conducted due diligence which included carrying out a search of the property at the Lands office as well as site visit accompanied by other persons who testified in court. Counsel went on to submit that the transfer form and Land Control Board consent was signed by the 1st Defendant and the signing of the sale agreement by the late Vincent should not be treated as a duty under power of attorney. Thus the title deed was legally and procedurally acquired. Counsel also submitted that the Plaintiff had not proved the alleged fraud against the 1st Defendant as was outlined in Vijay Morjaria vs Nansingh Darbar & another [2000]eKLR, Kinyanjui Kamau vs George KamauNjoroge [2015]eKLR, Bruce Joseph Bockle vs Coquero Ltd [2014] eKLR and Koinange & 13 others vs Koinange [1968] eKLR and neither did she discharge her evidential proof to show that the LCB consent was not obtained. As such there was no evidence that the 1st Defendant's acquisition of the suit property in 1990 and subsequent transfer was illegal and the title ought not be impeached as was held by the Supreme Court in Kiluwa Ltd & another vs Business Liaison Company Ltd & 3 others KESC 37 (KLR).
35. On the legal interest of the Plaintiff over the suit property, counsel submitted that the issue of marriage was not in this court's jurisdiction. Counsel submitted that there was no evidence that the late Vincent had held the suit property in trust for the Plaintiff citing Njenga Chogera vs Maria Wanjiru Kimani & 2 others [2005] eKLR, Peter Ndung'u Njenga vs Sophia Watiri Ndung'u [2000] eKLR, Juletabi African Adventure Ltd vs Christopher Michael Lockley [2017] eKLR. Counsel went on to submit that the law does not act retrospectively and at the time of the purchase of the suit property, spousal consent was not a requirement. Reference was made to Pamba & another vs Akokor & another (as legal representative of James Mariach Kokita- Deceased) [2023] (KLR) (Judgement) and Samuel Kamau Macharia & another vs Kenya Commercial Bank Ltd & 2 others [2012] eKLR.
36. Counsel urged court to dismiss the suit for being unmeritorious with costs to the Defendant.

Analysis and Determination

37. I have considered the pleadings, the evidence on record, the submissions and the authorities cited. The issues for determination are;
- i. Whether the suit property LR No. Ngong/Ngong/9550 was matrimonial property;



- ii. Whether spousal consent was required for the suit property LR No. Ngong/Ngong/9550 to be transferred to the 1st Defendant;
 - iii. Whether the 1st Defendant was the bona fide owner of the suit property LR No. Ngong/Ngong/9550 and had legal title which could be validly be transferred to the 2nd Defendant;
 - iv. Whether the Plaintiff is entitled to the reliefs sought.
 - v. Who should bear costs of this suit?
38. It is not in contention that the suit property LR No. Ngong/Ngong/9285 was acquired by the late Vincent Obongo in 1988 and it was subdivided giving rise to the suit property LR No. Ngong/Ngong/9550. In 1990, as has been adduced in evidence, the late Vincent Obongo transferred the suit property to the 1st Defendant who consequently sold it off to the 2nd Defendant in the year 2007. The late Pamela claimed that the transfer of the suit property to the 1st Defendant in 1990 was illegal and irregular and should be revoked since it was matrimonial property and she had an overriding interest over the property as the late Vincent Obongo's wife. She went on to say that she had contributed to its purchase as well as maintaining it. Counsel for the 1st and 2nd Defendants contended that this court lacked jurisdiction to adjudicate on matters pertaining to matrimonial property.
39. Section 6 of *Matrimonial Property Act* provides that;

“6

- (1) for the purposes of this Act, Matrimonial Property means –
 - a. The matrimonial home or homes;
 - b. Household goods and effects in the matrimonial home or homes;
 - c. Any other immovable and movable property jointly owned and acquired during the subsistence of the marriage”

40. It is not in dispute that the suit property was acquired during the subsistence of the marriage between the plaintiff and Vincent Seth Obongo . Before the sub-division the suit property was one. The family live on one part while the plaintiff cultivated this particular portion.

In the case of *Samuel Titi Kimani Vs. Michael Ndirangu Ngugi & Another* (2022)eKLR the court held as follows;

“There is abound a string of cases that have been decided by our courts with respect to beneficial and equitable interest of a spouse in landed property. Even before the enactment of *Land Registration Act* and MPA courts held that property held in the name of one spouse was held in trust for the other spouse.”

This was the holding in the case of *Mugo Muiro Investments Ltd Vs. E.W.B. & 2 Others* (2017) eKLR where the court held as follows at paragraph 50-51;

“The Appellant did not regard the issue of trust imposed on the charger, S.B. and its effect on the sale and transfer by HFCK as significant. As stated above, even though the matrimonial property was registered in the name of SB alone, he held the title and legal estate in trust for both himself and Elizabeth jointly. This proposition is buttressed by the decision in *Gissing*



Vs. Gissing (1970) 2 A11 ER 780; (1971) AC 886, see also Falconer Vs. Falconer (1970) 3 A11 ER 449. (1970) 1 WLR 1333, and Hazell Vs. Hazell (1972) 1 A11 ER 923; 1 WLR 301. Lord Diplock in Gissing Vs. Gissing (Supra) at page 906 in 1971 AC 886 held that;

“In nearly all these cases the inexorable inference is that the husband is to hold the legal estate in the house in trust for them both, for both to live in for the foreseeable future. The couple does not have in mind a sale nor division of proceeds of sale, except in the far distance.”

Juxtaposing the decision of the court above to this matter it is clear that though the land had been registered in the name of the 1st Respondent in 1983, during the subsistence of their marriage, the same was held in trust for the 2nd Respondent”.

41. It was further held in the case of Mugo Muiru Investment Ltd Vs. E.W.B and 2 Others (Supra) that;

“even before the Land Registration Act came into force on 2nd May 2021 the equitable beneficial interest of a spouse in a matrimonial home occupied by such spouse was an overriding interest and therefore transfer of the title to the matrimonial home was subject to an overriding interest.....”

42. From the above authorities it is clear that, the suit property was matrimonial property and could not be disposed by the late Vincent Seth Obongo as he wished without the consent of the plaintiff (Pamela Obongo). The plaintiff was doing farming on it while living on the adjacent land.

43. In my view the subdivision and the subsequent transfer to the 1st defendant was subject to an overriding interest.

44. DW4, Margaret Osolo admitted that she did not undertake any activities on the suit property from when it was transferred to her in 1990.

She stated that she was aware that the plaintiff was undertaking farming on the said land. She claims to have given Kshs.50,000/= as consideration but she adduced no evidence of such payment.

45. To this point, I find that the transfer of the suit property to the 1st defendant without the plaintiff consent was null and void.

I agree with the plaintiff's counsel's submissions that there existed a trust that the late Vincent Obongo held the suit property for himself and for the plaintiff.

46. The 2nd Defendant, Esther Wanjiru Wanjohi (DW1) stated that she and her husband bought the suit property from Vincent Obongo, who told them that it belonged to his wife (the 1st Defendant) DW1 and DW2 confirmed that throughout the transaction they dealt with Vincent Obongo and not the 1st Defendant.

47. It is DW1's case that they did due diligence by undertaking a search at the Land Registry. The question is why they did not find it odd that they were not dealing with the registered owner of the suit property? The 1st Defendant did not execute any documents in their presence. The monies were received by Vincent Obongo.

48. DW3 Mathias Kamau, an Advocate of the High Court of Kenya stated that the said Vincent Obongo did not have a Power of Attorney, to confirm he has authority to dispose of the suit property. In his witness statement he does not state if he met the 1st defendant at all. He admitted that he did not see the 1st defendant sign the documents yet he went ahead and drew the sale agreement.



He also told the court that he had no evidence that the purchase price was paid.

49. In my view he acted negligently or was part of the scheme to defraud the plaintiff of her interest in suit property.

50. The 2nd Defendant and her husband cannot claim to be bonafide purchasers for value without notice. They did not transact with the registered owner of the suit property. They were not shown any Power of Attorney from the 1st Defendant giving authority to Vincent Obongo to transact on her behalf.

She admitted the consent from the Land Control Board was obtained before the sale agreement was executed. She also admitted that the payment of the purchase price was after the title deed had been issued in their names.

In the case of Munyu Maina Vs. Hiram Gathiha, Civil Appeal NO. 939 of 2009, highlighted in Teresia Wangari Mbugua Vs. Jane Njeri Nduati & Another (2020)eKLR , it was held that ;

“ we have stated that when a registered proprietor root of title is challenged, it is not sufficient to dangle the instrument of title as proof of ownership. It is that instrument of title that is challenged and the registered proprietor must go beyond the instrument to prove the legality of how he/she acquired the title, to show that the acquisition was legal, formal and free from any encumbrances including any and all interests which would not be noted in the register”.

51. I am satisfied that such title as held by the 2nd defendant and her husband cannot be allowed to stand given the circumstances herein. Vincent Obongo was one such spouse who went to great lengths to dispose the plaintiff of the suit property and almost succeeded.

52. I agree with the Plaintiff's counsel submissions that the 2nd defendant has not filed a counter claim. This could be because she knew the plaintiff was in possession when they allegedly acquired the suit property.

53. In conclusion I find the plaintiff is entitled to the reliefs sought.

54. I find that the plaintiff has proved her case on a balance of probabilities as against the defendant.

I enter Judgement in her favour as follows:

- a. An order restraining the Defendants/Respondents by themselves, their employees, agents, servants, and/or workers from selling, constructing in, dealing with, disposing off or in anyway whatsoever alienating or interfering with the LR No. Ngong/Ngong/9550 situated in Ngong.
- b. That an order is hereby issued directing the Land Registrar Kajiado North to nullify the letters issued to the 1st and 2nd Defendants together with the preceding transfers and the Register be rectified to reflect the plaintiff's as the registered owners within ninety (90) days from the date of this judgement.
- c. That the costs be borne by the Defendants.

DATED, SIGNED AND DELIVERED VIRTUALLY AT KAJIADO THIS 31ST DAY OF OCTOBER 2023.

L. KOMINGOI

JUDGE.

IN THE PRESENCE OF:

Ms. Ochieng for Mr.Owaga for the Plaintiff.



Mr. Mathenge for the 1st, 2nd Defendants.

Court Assistant – Mutisya.

