



Gitaka & another (Being Administrators of the Estate of Geoffrey Gitaka Kimani - Deceased) v Gitaka & 4 others; Chege (Intended Interested Party) (Environment & Land Case 1586 & 1487 of 2016 (Consolidated)) [2023] KEELC 20841 (KLR) (19 October 2023) (Ruling)

Neutral citation: [2023] KEELC 20841 (KLR)

REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE 1586 & 1487 OF 2016 (CONSOLIDATED)
OA ANGOTE, J
OCTOBER 19, 2023

BETWEEN

LAWRENCE KIMANI GITAKA 1ST PLAINTIFF
JACINTA WAKONYO GITAKA 2ND PLAINTIFF
BEING ADMINISTRATORS OF THE ESTATE OF GEOFFREY GITAKA
KIMANI -DECEASED

AND

JOHN MUHUHU GITAKA 1ST DEFENDANT
KINOTI AGOSTINO KIOGORA 2ND DEFENDANT
KARWITHA PURITY M'MBURUNGU 3RD DEFENDANT
LAND REGISTRAR, NAIROBI 4TH DEFENDANT

AND

MARGARET WANJIRU CHEGE INTENDED INTERESTED PARTY

AS CONSOLIDATED WITH
ENVIRONMENT & LAND CASE 1487 OF 2016

BETWEEN

FLORENCE WANJIRU MUGWE PLAINTIFF

AND

KINOTI AUGUSTINE KIOGORA 1ST DEFENDANT
PURITY KARWITHA M'MBURUGU 2ND DEFENDANT



RULING

1. Before this Court for determination are two applications by the 2nd and 3rd Defendants dated 14th October, 2022 and by the Intended Interested Parties dated 9th November, 2022. In the 2nd and 3rd Defendants' application dated 4th October, 2022, the Defendants have sought for the following reliefs:
 - i. That the 2nd and 3rd Defendants be granted leave to amend their Defence and Counterclaim as per the draft Amended Defence and Counterclaim annexed hereto.
 - ii. That the said Defence and Counterclaim be deemed as duly served.
 - iii. That the costs of this Application be costs in the cause.
2. The application is supported by the Affidavit of Kinoti Agostino Kiogora, the 2nd Defendant, who deposed that he has authority to swear the Affidavit on behalf of the 3rd Defendant, his wife; that they recently changed counsel representing them in the matter and that after analyzing the pleadings filed by counsel who was representing both of them and the 1st Defendant, it has become pertinent to amend their Defence so as to plead new facts and clarify some of the issues raised.
3. It was deposed that the proposed amendments will enable the Court determine all the issues in controversy; and that no prejudice will be occasioned by the amendments.
4. In response to the application, the 1st Defendant filed Grounds of Opposition dated the 8th November, 2022 and set out the following grounds;
 - i. The Application is fatally defective.
 - ii. That the 1st Defendant is bound to suffer prejudice as he has no suit filed against the 2nd and 3rd Defendants nor have they filed any suit against the 1st Defendant.
 - iii. That the Application is frivolous, vexatious and an abuse of the Court process.
 - iv. That the Applicant cannot cancel out the 1st Defendant in the draft amended Defence.
 - v. That no notice of change of Advocates has been filed or served on us.
 - vi. That the intended amendment contravenes the Civil Procedure Rules in all aspects especially Order 8 of the Civil Procedure Rules, 2010.
 - vii. That the suit is consolidated with ELC No 1497 of 2016, Nairobi where the 1st Defendant is not a party.
5. The 1st Defendant also filed a Replying Affidavit in which he deposed that him, together with the 2nd and 3rd Defendants filed a joint Defence; that he has not sued the 2nd and 3rd Defendants nor have they sued him; that the matter is consolidated with ELC 1497 of 2016 in which he is not a party and that whereas the notice of change of Advocates is in order, the amendment of the joint Defence will prejudice him.
6. It was deposed by the 1st Defendant that the 2nd and 3rd Defendants have no claim against him unless they wish to file an independent suit; that the amendments cannot stand in law; that the Court should take cognizance of the Affidavits of 10th January, 2017 filed in response to the Plaintiffs' application for injunction; and that his Counsel informed him that he will be filing a bill of costs in respect of the work done for the 2nd and 3rd Defendants.



7. The Intended Interested Party's application dated 9th November, 2022 is seeking the following orders.
 - i. That the Applicant be joined in these proceedings as an Interested Party.
 - ii. That this Honourable Court be pleased to make any such orders of further orders as may deem expedient in the interests of justice.
8. The application is based on the grounds on its face thereof and supported by the Affidavit of Margaret Wanjiru Chege who deposed that she purchased the suit property known as L.R No. 23374/63 which at the time of the purchase was known as Plot No 62 from the late Geoffrey Gitaka Kimani on 29th April, 2005.
9. According to the proposed Interested Party, she purchased the suit property for Kshs 35,000; that at the time of the purchase, the suit property did not have a title deed; that she was awaiting for its processing; that the late Geoffrey Gitaka was to transfer the suit property to her once he obtained the title deed and that unfortunately, Mr Kimani passed away before he could transfer the property to him.
10. According to the proposed Interested Party; on his passing, the Plaintiffs as his Administrators undertook to transfer the suit property to her upon completion of succession; that she later on moved to the United Kingdom and was unable to keep following up on the issue and that she has recently learned that the Plaintiffs have sold the suit property to a third party whereas she is the bona fide owner of the same.
11. In response to the application, the 1st Defendant filed a Replying Affidavit on 24th January, 2023. He deposed that he objects to the application as the purported Interested Party is unknown to him; that she has never owned or been associated with the suit plots in any way and that in any event, it has been over 27 years from year 1995 and any contract is time barred.
12. The 1st Defendant deposed that the receipts annexed by the Intended Interested Party are forged; that she has previously attempted to make claims that she is a daughter to their deceased father and that if this was the case, she must have been a minor at the time and should provide proof of her age through her ID/Birth Certificate and/or Passport.
13. It was deposed that the Intended Interested Partys' assertions are illogical because it is not possible for a father to have sold property to his minor child and that the application is fatally defective, frivolous and constitutes an abuse of Court process.
14. The 1st Defendant also filed Grounds of Opposition on 17th February, 2023 premised on the grounds that;
 - i. That its time barred according to the law of [Limitation of Actions Act](#), Cap 22.
 - ii. That the Application is frivolous, vexatious and an abuse of the Court process.
 - iii. That the Application offends Order 51 Rule 13(2) of the Civil Procedure Rules, 2010.
15. The 2nd and 3rd Defendants filed Grounds of Opposition in which they averred that:
 - i. The Applicant has not established that she has any sustainable interest or claim regarding the suit property and if she has any, the same has been extinguished under the provisions of the Limitations of Actions Act as she allegedly bought the property in 1995 which is 21 years before the instant suit was filed herein in 2016 and 27 years in 2022 when the Application at hand was filed.



- ii. The 2nd and 3rd Defendants already have title to the suit property and guided by the first time equitable principle, the Applicants' remedy if any as against the deceased alleged vendor's estate possibly lays elsewhere but not in being enjoined as an Interested Party in the subject matter.
 - iii. The Application is unmeritorious as the Applicant has not met the required legal threshold as to justify the inclusion of the Applicant as an Interested Party.
16. The Plaintiff did not file any pleadings in respect of the applications. The Defendants filed submissions which I have considered.

Analysis and Determination

17. Having considered the applications, affidavits and submissions, the issues that arise for determination are;
- i. Whether the 2nd and 3rd Defendants' prayer for amendment is merited?
 - ii. Whether the Intended Interested Partys' prayer for joinder is merited?
18. The general power of the court to amend pleadings is drawn from Section 100 of the [Civil Procedure Act](#), which provides as follows;
- “The court may at any time, and on such terms as to costs or otherwise as it may think fit, amend any defect or error in any proceeding in a suit; and all necessary amendments shall be made for the purpose of determining the real question or issue raised by or depending on the proceeding.”
19. Order 8 Rule 3(1), (2) and (5) of the Civil Procedure Rules, 2010 provide;
- “(3) (1) Subject to Order 1, rules 9 and 10, Order 24, rules 3,4,5 and 6 and the following provisions of this rule, the court may at any stage of the proceedings, on such terms as to costs or otherwise as may be just and in such manner as it may direct, allow any party to amend his pleadings.
- (3)(2)Where an application to the court for leave to make an amendment such as is mentioned in subrule (3), (4) or (5) is made after any relevant period of limitation current at the date of filing of the suit has expired, the court may nevertheless grant such leave in the circumstances mentioned in any such subrule if it thinks just so to do.
- “3(5) An amendment may be allowed under subrule (2) notwithstanding that its effect will be to add or substitute a new cause of action if the new cause of action arises out of the same facts or substantially the same facts as a cause of action in respect of which relief has already been claimed in the suit by the party applying for leave to make the amendment.”
20. Whereas Order 8 Rule 5(1) provides as follows:
- “For the purpose of determining the real question in controversy between the parties, or correcting any defect or error in any proceedings, the court may either on its own motion or on the application of any party order any document to be amended in such manner as it directs and on such terms as to costs or otherwise as are just.”



21. The principles upon which a Court acts in an application to amend pleadings are well settled. More recently, the Court of Appeal in *Elijah Kipngeno Arap Bii vs Kenya Commercial Bank Limited* [2013] eKLR affirmed that the law applicable to amendment of pleadings is as stated in *Bullen and Leake & Jacob's Precedents of Pleadings – 12th Edition* and captured in the Court of Appeal decision in *Joseph Ochieng & 2 others vs First National Bank of Chicago*, Civil Appeal No. 149 of 1991 thus:

“The ratio that emerges out of what was quoted from the said book is that powers of the court to allow amendment is to determine the true, substantive merits of the case; amendments should be timeously applied for; power to so amend can be exercised by the court at any stage of the proceedings (including appeal stages); that as a general rule, however late, the amendment is sought to be made it should be allowed if made in good faith provided costs can compensate the other side; that the proposed amendment must not be immaterial or useless or merely technical; that if the proposed amendments introduce a new case or new ground of defence it can be allowed unless it would change the action into one of a substantially different character which could more conveniently be made the subject of a fresh action; that the plaintiff will not be allowed to reframe his case or his claim if by an amendment of the plaint the defendant would be deprived of his right to rely on Limitation Acts.”

22. What lends itself from the foregoing is that applications to amend pleadings ought to be liberally and freely granted, unless prejudice and injustice will be occasioned to the opposite party, or where the amendments substantially change the nature of the suit such that it is better off as a fresh cause.
23. The Court has considered the 2nd and 3rd Defendants' draft amended Defence and Counterclaim. Vide the original Defence, the Defendants' case was that the 2nd and 3rd Defendants purchased the property through the 1st Defendant as an agent from one Sebastian Ndichu Kariuki.
24. It was pleaded by the 2nd and 3rd Defendants that the suit property was not part of the properties forming the deceased's estate because he had sold the same before his demise; that they have used a substantial amount of money to develop the suit property which is projected to rise when the same is complete and that they filed a Counterclaim seeking for damages from the Plaintiffs.
25. Vide the proposed amendments, the 2nd and 3rd Defendants now contend that they bought the suit property from the 1st Defendant and not through him; that the 1st Defendant assured them that the suit property did not form part of the deceased's estate which fact was well known to the Plaintiffs; and that the 1st Defendant, together with the Plaintiffs, caused the issuance of the title in their names. The 2nd and 3rd Defendants now seek judgement against the 1st Defendant jointly with the Plaintiffs.
26. The 1st Defendant asserts that the application is defective as one Defendant cannot seek prayers as against another; that in this case, the 2nd and 3rd Defendants have not instituted any suit against him nor him against them; that the pleadings sought to be amended were filed jointly by himself and the 2nd and 3rd Defendants and that the 2nd and 3rd Defendants cannot purport to amend the same.
27. To begin with, the 1st Defendant contends that one Defendant cannot file a Counterclaim against another. He asserts that there is no basis for the same as he has no claim against the 2nd and 3rd Defendants. The Courts have had diverse opinions on this issue. In the case of *Champaklal Ramji*



Raishi Patel vs I & M Bank Limited & 2 Others; Ndeto Mutua (Interested Party) [2020] eKLR, the Court stated thus;

“When the words of a statute are plain with no ambiguity, it is desirable and obligatory that the court does not import meaning other than the clear one into the text. In such a situation the court is bound to adopt a tool of interpretation that preserves and assigns to the words used their plain and ordinary meaning. In the instant case I do find that the words of the rule are neither ambiguous nor equivocal and it is thus not open that the context or background be delved into. I read the words of the Rule to only permit a counter-claim by a defendant against the plaintiff but not against a co-defendant. That is the reasonable interpretation to give to the rule if the counter-claim is left to remain a cross-action. A cross- action can only be raised against the person with the initial action and not a co-defendant with no action against the other. The use of the words ‘together with any other person or persons’ ought to present no ambiguity. It presents no ambiguity because if the Rules Committee intended to refer to the defendant, nothing would have been easier to use the word defendant the same way the plaintiff has been expressly used. Those words must be heard to mean any other person not yet party to the suit.”

28. Conversely, the Court in Daikyo Japan Motors Ltd & 2 Others vs Fairuz Feisal Yasin & Fairuz Feisal Yasin & Another [2020]eKLR stated thus;

“Order 7 rule 8 of the Civil Procedure Rules gives the Defendants permission to raise a counterclaim against the Plaintiff together with any other persons. Any other persons give the Defendant a leeway to bring a counterclaim even against a person not already a party to the suit. He too may file a counterclaim against a Co-Defendant in the same suit.”

29. In the Courts opinion, the fact that Order 7 Rule 8 anticipates that the Defendant may file a Counterclaim against any other person, even one already not a party to the suit defeats the strict interpretation of a Counterclaim as a cross-suit in that it can only be instituted against the Plaintiff. The Court opines that a Defendant can file a Counterclaim against a Co-Defendant.

30. Nonetheless, in the circumstances of this case, the 1st -3rd Defendants filed a joint Defence. The 2nd and 3rd Defendants now seek to amend this joint Defence and Counterclaim to the detriment of the 1st Defendant. The 1st Defendant is opposed to this amendment and logically so because accepting to it would be tantamount to making adverse admissions.

31. Can a joint Defence be unilaterally amended by a section of Defendants as the 2nd and 3rd Defendants are attempting to do? The Court thinks not. The joint Defence has not been withdrawn. Allowing an amendment in the nature sought will prejudice the 1st Defendant who will have been deprived of a Defence and Counterclaim. In such a case, the prejudice that shall be visited on him is such that it will cause hardship and injustice as he will have no foundation to anchor his Defence on.

32. For the foregoing reasons, the prayer for amendment is declined.

33. Black’s Law Dictionary defines an Interested Party as;

“a party who has a recognizable stake (and therefore standing) in the matter.”



34. Similarly, the Supreme Court in *Trusted Society of Human Rights Alliance vs Mumo Matemu* (2015) eKLR defined an Interested Party stated thus;

“...an interested party is one who has a stake in the proceedings, though he or she was not party to the cause ab initio. He or she is one who will be affected by the decision of the Court when it is made, either way. Such a person feels that his or her interest will not be well articulated unless he himself or she herself appears in the proceedings, and champions his or her cause.”

35. While there is no specific provision for the joinder of an Interested Party into a suit, Order 1 Rule 10(2) of the Civil Procedure Rules gives the court wide discretion to join parties whose presence is necessary for complete adjudication of all questions before it. It provides as follows;

“The court may at any stage of the proceedings, either upon or without the application of either party, and on such terms as may appear to the court to be just, order that the name of any party improperly joined, whether as plaintiff or defendant, be struck out, and that the name of any person who ought to have been joined, whether as plaintiff or defendant, or whose presence before the court may be necessary in order to enable the court effectually and completely to adjudicate upon and settle all questions involved in the suit be added.”

36. In the case of *Francis Kariuki Muruatetu & Another vs Republic & 5 Others* [2016] eKLR, the Supreme Court set out the principles applicable in considering the question of whether a person qualifies to be joined as an Interested Party as follows:

“From the foregoing legal provisions, and from the case law, the following elements emerge as applicable where a party seeks to be enjoined in proceedings as an interested party:

- i. One must move the Court by way of a formal application. Enjoinment is not as of right, but is at the discretion of the Court; hence, sufficient grounds must be laid before the Court, on the basis of the following elements:
- ii. The personal interest or stake that the party has in the matter must be set out in the application. The interest must be clearly identifiable and must be proximate enough, to stand apart from anything that is merely peripheral.
- iii. The prejudice to be suffered by the intended interested party in case of non-joinder, must also be demonstrated to the satisfaction of the Court. It must also be clearly outlined and not something remote.
- iv. Lastly, a party must, in its application, set out the case and/or submissions it intends to make before the Court, and demonstrate the relevance of those submissions. It should also demonstrate that these submissions are not merely a replication of what the other parties will be making before the Court.”

37. Similarly, the court in *Skov Estate Limited & 5 Others vs Agricultural Development Corporation & Another* [2015] eKLR persuasively stated thus;

“In my view, for one to convince the court that he/she needs to be enjoined to the suit as interested party, such person must demonstrate that it is necessary that he/she be enjoined in the suit, so that the court may settle all questions involved in the matter. It is not enough for one to merely show that he/she has a cursory interest in the subject matter of litigation.



Litigation invariably affects many people. A judgment or order in most cases does not only affect the litigants in the matter. It does have ramifications for others as well and one may very well argue that these others have an interest in the litigation. That is a fair argument, but a mere interest, without a demonstration that the presence of such party will assist in the settlement of the questions involved in the suit, is not enough to entitle one be enjoined in a suit as interested party.

In other words, there needs to be a demonstration that the interest of the person goes further than “merely being affected” by the judgment or order. It must be shown that the presence of that person is necessary, so that the issues in the suit may be settled, and that if the person is not enjoined, the court may not be fully equipped to settle the questions in the suit or may be handicapped in one way or another. A joinder may also be allowed if the intended interested party has a claim of his own, which in the circumstances of the matter, needs to be tried, or is convenient to be tried alongside the claims of the incumbent plaintiff and defendant. The threshold for joinder of an interested party should not be too low, or else, this is prone to open doors for busybodies to be joined to proceedings, merely to spectate or confuse the issues in the matter. Apart from the above, whether or not to enjoin a person as an interested party, must be looked at within the context and surrounding circumstances of each particular case.”

38. By way of a brief background, the Plaintiffs instituted this suit as against the Defendants seeking inter-alia, a declaration that the suit property belongs to the Estate of the deceased, Geoffrey Kimani; that the 1st Defendant surrenders any title document with respect to the property and that the structures on the property constructed by the 2nd and 3rd Defendants be demolished and permanent injunctive orders issue restraining the 2nd and 3rd Defendants from interfering with the suit property.
39. It is the Plaintiffs’ case that at all material times, the suit property belonged to the Estate of the deceased advertantly omitted in High Court Succession Cause No 2569 of 2002; that the 1st Defendant, a co-administrator of the Estate, illegally disposed off the suit property to the 2nd and 3rd Defendants and facilitated the issuance of a title deed in their names and that the 2nd and 3rd Defendants have constructed illegal structures on the property.
40. On their part, the 1st-3rd Defendants disputed the allegations of impropriety with respect to any dealings with the suit property with the 2nd and 3rd Defendants maintaining they are the legitimate owners. The suit was consolidated with ELC 1487 of 2016 in which one Florence Wanjiru Mugwe seeking the property from the 2nd and 3rd Defendants.
41. According to the Intended Interested Party, she purchased the suit property from the deceased sometime in 1995 before his demise and that the purported sale to the 2nd and 3rd Defendants occurred while she was waiting for the title deed to be issued.
42. The 1st -3rd Defendants have opposed the application for joinder. They assert that the Intended Interested Party has no legitimate claim on the suit property and that in any event, her suit having been founded on contract is statute barred.
43. Before interrogating the question of whether the Intended Interested Parties claim is time barred, the Court will first consider whether the Intended Interested Party has demonstrated that she has sufficient interest in the subject matter of the suit or that she is a party whose presence is necessary to enable the court to effectually and completely adjudicate upon all the issues in the suit.



44. As aforesaid, the Interested Party claims to have purchased the property directly from the deceased, and has in this respect adduced a copy of a receipt for the payment of Kshs 35,000 indicated to be for plot 62 which she states is the suit property herein. It is therefore apparent that a determination as to ownership of the suit property must of necessity involve interrogating the relationship between the Plaintiff and the Applicant with respect to the property.
45. As to the question of the validity of the receipt, the same is an issue for trial. The Court finds that the Intended Interested Party has demonstrated on a balance of probabilities that she has a clear and identifiable interest and stake in the present suit. So, is the Intended Interested Party's claim statute barred?
46. Contrary to the 1st Defendants' assertions, the Intended Interested Parties claim is with respect to recovery of land and not contract. As such, the applicable provision is Section 7 of the *Limitation of Actions Act* which provides as follows;
- “An action may not be brought by any person to recover land after the end of twelve years from the date on which the right of action accrued to him or, if it first occurred to some person through whom he claims, to that person.”
47. Section 26 of *Limitation of Actions Act* provides that:
- “Where, in the case of an action for which a period of limitation is prescribed, either— (a) the action is based upon the fraud of the defendant or his agent, or of any person through whom he claims or his agent; or (b) the right of action is concealed by the fraud of any such person as aforesaid; or (c) the action is for relief from the consequences of a mistake, the period of limitation does not begin to run until the plaintiff has discovered the fraud or the mistake or could with reasonable diligence have discovered it:
- Provided that this section does not enable an action to be brought to recover, or enforce any mortgage upon, or set aside any transaction affecting, any property which— (i) in the case of fraud, has been purchased for valuable consideration by a person who was not a party to the fraud and did not at the time of the purchase know or have reason to believe that any fraud had been committed; or (ii) in the case of mistake, has been purchased for valuable consideration, after the transaction in which the mistake was made, by a person who did not know or have reason to believe that the mistake had been made.”
48. The rationale of the statute of limitation was aptly captured in the East African Court of Justice Appeal case No. 2 of 2012, Attorney General of Uganda & Another vs Omar Awadh & 6 Others (2013) eKLR where it was stated as follows;
- “Both justice and equity abhor a claimant's indolence or sloth. Stale claims prejudice and negatively impact the efficacy and efficiency of the administration of justice. The overarching rationale for statutes of limitations, such as the time limit of Article 30 (2) of the EAC Treaty, is to protect the system from the prejudice of stale claims and their salutary effect on the twin principles of legal certainty and of repose (namely: affording peace of mind, avoiding the disruption of settled expectations, and reducing uncertainty about the future).”
49. Indeed, Section 26 makes it clear that the period of limitation does not begin to run until the party seeking to rely on the fraud has discovered it or could with reasonable diligence have discovered it. This



was affirmed by the Supreme Court in the case of Kenya Ports Authority vs Timberland(K) Ltd [2017] eKLR.

50. Considering the pleadings, the Intended Interested Party has not pleaded with precision when she discovered the alleged fraud. However, can this lead to a finding that her claim is statute barred. The Court thinks not. Courts have held that the question of when fraud was discovered for purposes of this Section is not a matter to be determined in an application, but is a question that requires merited determination. The Court is in this respect persuaded by the decision in Justus Tureti Obara vs Peter Koipeita Nengisoi (2014) eKLR which stated;

“The proviso to Section 26(a) of the *Limitation of Actions Act* Cap 22 Laws of Kenya provides that where an action is based on the fraud of the Defendant or his agent, the period of limitation does not begin to run until the Plaintiff has discovered the fraud or could with reasonable diligence have discovered it. As to when the Plaintiff herein discovered the fraud alleged against the Defendant is a matter to be ascertained at the trial.”

51. The Court in Mugo Muruachimba vs Moffat Nyaga Kagau & 2 others [2020] eKLR, equally stated thus;

“The court is thus of the opinion that some facts have to be established in relation to when the Plaintiff’s cause of action accrued. For instance, the Plaintiff has pleaded that he discovered the alleged fraud in 2000. This is a question of fact to be established at the trial. The question of whether or not the Plaintiff could, with due diligence, have discovered the fraud earlier is also a question of fact to be established at the trial. The question of whether or not the 1st Defendant’s father was a bona fide purchaser for value is also a question of fact which is best established at the trial.”

52. In conclusion, the court is convinced that the Intended Interested Party is a necessary party to this suit, and should be joined. For those reasons, the Court makes the following determination;
- i. The application dated 4th October, 2022 is dismissed with costs to the 1st Defendant.
 - ii. The application dated 9th November, 2022 is found to be merited and allowed in the following terms;
 - a. The Applicant is hereby enjoined as an Interested Party in this suit.
 - b. The Interested Party to file her pleadings within 14 days.
 - c. Costs shall be in the cause.

DATED, SIGNED AND DELIVERED VIRTUALLY IN NAIROBI THIS 19TH DAY OF OCTOBER, 2023.

O. A. ANGOTE

JUDGE

In the presence of;

Mr. Karwanda for Interested Party

No appearance for Plaintiff

No appearance for Defendant



