



REPUBLIC OF KENYA
IN THE HIGH COURT OF KENYA AT MERU
CIVIL SUIT NO 113 OF 2011

MERU UNIVERSITY COLLEGE OF SCIENCE AND TECHNOLOGY PLAINTIFF

VERSUS

M'NGARUTHI M' MUGAMBI & 169 OTHERS..... DEFENDANTS

HON ATTORNEY GENERAL..... PROPOSED INTERESTED PARTY/APPLICANT

CONSENT/JUDGMENT

1. On 19.07.2017, the advocates and the State Counsel representing the parties in this matter proffered the following Consent, which they asked the Court to adopt as its Judgment.

"BY CONSENT

(1) The Plaintiff has compensated the Defendants with thirty eight (38) acres of land comprised LR. No. KIANJA/ URINGU 111/889 currently registered in the name of the County Government of Meru (Meru County Council of Nyambene) but reserved in favour of the Plaintiff for re-settlement of the Defendants as per the list developed by the parties during the visit to the *locus in quo* on varied dates. LR. NO KIANJAI/URINGU 111/889 is separate and distinct from the suit land herein LR. NO 27425 Grant NO. L.R. 103827.

(2) The National Government facilitated the resettlement of the Defendants by compensating them on behalf of the Plaintiff through the Plaintiff's office with a sum of Kshs. 30,000,000/= (Kenya Shillings Thirty Million) only through the Plaintiff less the expenses totaling to Kshs. 2,000,000/= (Kenya Shillings Two Million) only for planning and subdivision of LR. No. NYAMBENE/URINGU 111/889 as agreed in various meetings between the Plaintiff and the Defendant.

(3) The compensation and resettlement of the Defendants and other persons on the suit land as per clause 1 and 2 herein above has been undertaken, processed and completed by the Plaintiff in conjunction with the County Commissioner-Meru County and the Meru County Government.

(4) The Defendants have since vacated the suit land known as Grant L.R 103827 (27425) (formerly No. 1595 Uringu 1 Land Adjudication Section) upon full receipt of the compensation stipulated under clause No. 1 and 2 above.

(5) The Defendants, their agents and servants shall not bounce back to the suit land and/or any portion thereof.

(6) Upon filing and adoption of this consent, neither party herein shall institute any other

proceedings and/or suits(s) either against the other and/or against the County Commissioner Meru County, the County Government of Meru or their agents, servants, successors and assign in title over the subject matter of the instant matter and other suits (claims) pending before any court over the same subject matter and between the same parties herein (if any) shall be withdrawn.

(7) Each party shall bear its costs of this suit".

2. I find that the Consent is properly signed and is binding upon the parties.

3. Having perused the consent dated 19.7.17 and filed on 25.07.19, Judgment is hereby entered in terms of the said consent. The suit is hereby marked as settled.

4. Parties shall bear their own costs.

5. It is so ordered.

DELIVERED IN OPEN COURT AT MERU THIS 27TH DAY OF JULY, 2017 IN THE PRESENCE OF:-

C.A: Janet

B. Kimathi for Interested Party

Mutegi for Plaintiff

HON. L. N. MBUGUA

ELC JUDGE