

On the first issue, the jurisdiction of the tribunal was donated by Section 3 (1) of the then **Land Disputes Tribunal Act (Cap 303 A)**, which provided that the cases which could be heard and determined by a tribunal included those relating to the division or the determination of boundaries to land including land held in common, claim to occupy or work land and trespass to land.

4. If therefore, the tribunal herein heard and determined a dispute other than that provided by the Act, it did so in excess of jurisdiction thereby rendering its proceedings and decision null and void **“ab-initio”**.

The proceedings and decision of the tribunal annexed to this application indicates that the dispute or claim was presented by the interested party against one Jeffrey K. Wabuge. The applicant's name did feature in the proceedings but not the ultimate decision of the tribunal. He (applicant) was however, affected by the decision as he was the Christopher said to have purchased the land in dispute from the said Jeffrey K. Wabuge, who had initially sold the same land to the Interested party. He (applicant) was thus possessed of the necessary **“locus-standi”** to bring this application before this court.

5. Apparently, the tribunal's proceedings indicate that it was deliberating on issues relating to the purchase of the disputed land by the interested party from Jeffrey K. Wabuge. The dispute was in essence based on a contractual agreement between the two but was extended to the applicant simply because he purchased the same land from Jeffrey K. Wabuge. It would appear that both the applicant and the interested party were **“dubbed”** by the vendor. The remedy therefore lay in damages for break of contract or in specific performance against the vendor. These could be availed by civil courts and not the land disputes tribunal which purported to allocate the land to the interested party upon payment of the alleged balance of the purchase price in the sum of Ksh. 40,000/=.

In as much as the dispute related to a contractual agreement on the sale of land, the tribunal clearly had no jurisdiction. It acted beyond its jurisdiction when it purported to adjudicate the dispute pitting the interested party and the said Jeffrey K. Wabuge.

6. As regards the second issue for determination, the foregoing finding that the tribunal had no jurisdiction to deal with the material dispute, renders the issue irrelevant and inapplicable.

In the end result, this application is allowed to the effect that the decision of the material tribunal adopted as a judgment of the court in Kitale CMLC No. 78 of 2008 is hereby removed into this court and quashed.

The costs of the application shall be borne by the Interested party only.

Ordered accordingly.

[Read and signed this 17th day of February, 2015.]

J.R. KARANJA.

JUDGE.