



REPUBLIC OF KENYA



**Mumo & 3 others v Kamau t/a Nyanduma Horticulture Impex Enterprises (Environment & Land Case E418 of 2024) [2025] KEELC 3336 (KLR) (24 April 2025) (Judgment)**

Neutral citation: [2025] KEELC 3336 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT & LAND CASE E418 OF 2024**

**CG MBOGO, J  
APRIL 24, 2025**

**BETWEEN**

**DORCAS MWENDE MUMO ..... 1<sup>ST</sup> PLAINTIFF  
PASCALIA MWENDE NZIVO ..... 2<sup>ND</sup> PLAINTIFF  
JOHN NGUGI MACHARIA ..... 3<sup>RD</sup> PLAINTIFF  
PETER MUTHANGYA JOSEPH ..... 4<sup>TH</sup> PLAINTIFF**

**AND**

**DR LUCIA WNJIKU KAMAU T/A NYANDUMA HORTICULTURE IMPEX  
ENTERPRISES ..... DEFENDANT**

**JUDGMENT**

1. The plaintiffs filed the plaint dated 11<sup>th</sup> July, 2024 seeking judgment against the defendant for: -
  1. An order that the defendant transfers to the plaintiffs the below named plots and issue them with the respective title documents in accordance with the survey map;
    - a. Dorcas Mwende Mumo Plot No. 22 of LR. No. 7340/ 87.
    - b. Pascalial Mwende Nzivo Plot No. 21 of LR. No. 7340/ 87.
    - c. John Ngugi Macharia Plot No. 28 of LR. No. 7340/ 87
    - d. Peter Muthangya Joseph Plot No. 77 of LR. No. 7340/ 87.
  2. An alternative order that the defendant gives the plaintiffs all the completion documents including original title number 7340/ 87, signed transfers in triplicate in favour of the plaintiffs, deed plans, land rent and rates clearance certificates, PIN and photos and any other documents necessary to effect the transfer.



3. An order that if the defendant fails to execute the transfers and any other documents for effecting transfer in favour of the plaintiffs, the registrar of this honourable court signs the same.
  4. An order that transfers be effected without the original title held by the defendant.
  5. An order that the transfer be effected with a copy of the survey map.
  6. Costs.
2. The plaintiffs pleaded that the defendant is the registered owner of LR. No. 7340/87 which is situated in Utawala and which was subdivided into numerous plots and sold to willing buyers. In their case, they purchased their plots from persons who had purchased the land from the defendant, and that the defendant issued them with land share certificates, as proof of ownership upon payment of the full purchase price and the transfer fees.
  3. The plaintiffs pleaded that the defendant failed to release the completion documents, and that she also refused to sign transfer documents at the time of the purchase. Further, they stated that upon payment of the full purchase price, they took possession and developed their respective portions. They pleaded that the defendant agreed to carry out the entire subdivision and survey process at her own costs, and in breach of the sale agreements, the defendant has failed to process the completion documents and effect the transfers.
  4. The matter proceeded for formal proof hearing on 24<sup>th</sup> February, 2025. Pascalia Mwendu Nzivo (PW1) adopted her witness statement dated 11<sup>th</sup> July, 2024, as her evidence in chief. She also indicated that she had the authority to testify on behalf of the other plaintiffs through the authority to plead dated 11<sup>th</sup> July, 2024. PW1 produced the documents contained in the list of documents dated 11<sup>th</sup> July, 2024, and testified that together with the other plaintiffs, they bought parcels of land in Utawala from the defendant. Further, that they all paid the full purchase price and the transfer fees to the defendant who issued them with land share certificates. PW1 stated that they have followed up on the issuance of their title deeds in vain, and they pray for judgment against the defendant.
  5. The plaintiffs filed their written submissions dated 3<sup>rd</sup> March, 2025, where they raised one issue for determination which is whether the plaintiffs are entitled to the reliefs sought. On this issue, the plaintiffs submitted that despite service of the pleadings herein, the defendant did not enter appearance and neither did she file a defence. They submitted that they purchased land from third parties who had initially bought land from the defendant. Further, that the defendant being the registered owner of LR. No. 7340/87, subdivided the land into portions and sold to various buyers including their predecessors in title.
  6. The plaintiffs further submitted that they paid transfer fees to the defendant for the processing of the titles to their respective names, and that being in occupation and possession of their respective portions, title deeds remain the only outstanding issue. Further, that once a purchaser pays the full purchase price and meets all the conditions, they are entitled to the transfer of ownership. They submitted that the defendant has no lawful basis for withholding the completion documents after she was paid the transfer fees, and issued share certificates to them. To buttress on this submission, the plaintiffs relied on the case of *James Wachira & Others v Lucia Wanjiku Kamau t/a Nyanduma Horticulture Impex Enterprises* [2017] KEHC 2515 (KLR).
  7. I have considered the pleadings, the evidence on record and the written submissions filed by the plaintiffs. The issue for determination is whether they are entitled to the orders sought in the plaint.



8. Upon consideration of the uncontroverted evidence adduced in court by PW1, the documents produced as exhibits indicate that the defendant is the registered owner of land known as LR. No. 7340/87. As it was contended by the plaintiffs that they paid the full purchase price and the transfer fees, it was only prudent for the defendant to complete the transaction by processing the title deeds as opposed to issuing certificate as proof for an indefinite period of time. I am satisfied that on a balance of probabilities, the plaintiffs are entitled to issuance of their title deeds, and I see no reason whatsoever why I should not grant them the prayers they seek.
9. Arising from the above, the plaint dated 11<sup>th</sup> July, 2024 is hereby allowed in the following terms: -
- i. The defendant is hereby ordered to transfer, and issue the plaintiffs with their respective title deed within 30 days from the date hereof in accordance with the survey map as follows;
    - a. Dorcas Mwende Mumo Plot No. 22 of LR. No. 7340/87.
    - b. Pascalia Mwende Nzivo Plot No. 21 of LR. No. 7340/87.
    - c. John Ngugi Macharia Plot No. 28 of LR. No. 7340/87.
    - d. Peter Muthangya Joseph Plot No. 77 of LR. No. 7340/87.
  - ii. In the event that the defendant fails to comply with order (i) above, the Deputy Registrar of this court to execute the transfer documents in favour of the plaintiffs.
  - iii. The plaintiffs are entitled the costs of this suit.

Orders accordingly.

**DATED, SIGNED & DELIVERED VIRTUALLY THIS 24<sup>th</sup> DAY OF APRIL, 2025.**

**HON. MBOGO C.G.**

**JUDGE**

**24/04/2025.**

In the presence of:

Mr. Benson Agunga - Court assistant

Ms. Mosa for the Plaintiffs – present

