



**REPUBLIC OF KENYA**

**IN THE ENVIRONMENT AND LAND COURT**

**AT NAIROBI**

**PETITION NO. 27 OF 2020**

**MERCY MUNJIRU WAIGURU.....PETITIONER**

**VERSUS**

**HON JULIAS MUSILI MAWATHE.....1<sup>ST</sup> RESPONDENT**

**HON JOHN KYALO MULYUNGI.....2<sup>ND</sup> RESPONDENT**

**MAJOR GENERAL MOHAMED BADI.....3<sup>RD</sup> RESPONDENT**

**NAIROBI METROPOLITAN SERVICE (N.M.S).....4<sup>TH</sup> RESPONDENT**

**JUDGMENT**

**INTRODUCTION**

1. Vide Amended Petition dated the **24<sup>th</sup> November 2020**, the Petitioner herein has sought for the following Reliefs;

- a. A Declaration that the demolition of the Petitioners/Applicants properties Nairobi/Block/263/961, Nairobi/Block/263/962, and Nairobi/Block/263/963 situated in Mukuru by the Respondents is illegal, irregular, unprocedurally and contrary to Articles 27, 28, 40, and 43 of the Constitution and is therefore null and void.*
- b. A Declaration that the forceful, irregular and unlawful Eviction and demolition of the Petitioners/Applicants property and the tenants therein, without a relocation option is illegal, oppressive and violates the Rights of the Petitioner's tenants.*
- c. A Declaration that the intended forceful, irregular and unlawful Eviction and demolition of the petitioner's properties Nairobi/Block 263/961, Nairobi/Block/263/962, and Nairobi/Block/263/963 situated in Mukuru and the tenants therein is illegal, oppressive and violates the rights of the Petitioner and those of her tenants.*
- d. A Declaration that the Intended plan by the Respondents, their agents, assigns, employees, officers, servants or any person acting on their behalf to further demolish, evict, harass, threaten and in any way interfere with the Petitioner and the Petitioner's Tenants use, occupation and quit enjoyment of the Petitioner's property is illegal, oppressive and violates the rights of the Petitioner and her tenants under Articles 40 of the Constitution, 2010.*
- e. A Declaration that the cruel and inhumane Eviction of the Petitioner's tenants violates the Right to Dignity of the Petitioner and her tenants.*
- f. An order restraining any further demolition and/or forceful eviction by the Respondents against the Petitioner and her tenants; and*
- g. An order of immediate restitution of the Petitioners and her tenants into the suit Properties.*
- h. A Declaration that the Respondents do pay the Petitioner for the Loss of Rental income as a result of the illegal and unlawful Evictions of tenants upon the Petitioner's property, of Kshs.360, 000/= per month, from the 9<sup>th</sup> July 2020.*
- i. A Declaration that the Respondents do pay the Petitioner Kshs.155, 880/= Only, for the Damage caused as a result of the*

***illegal and unlawful vandalism by the 1<sup>st</sup> and 2<sup>nd</sup> Respondents in the wee hours of 9<sup>th</sup> July 2020.***

***j. General Damages.***

2. The subject Petition is supported by the affidavit of the Petitioner, namely, Mercy Munjiru Waiguru, sworn on the 24<sup>th</sup> November 2020 and to which the Petitioner herein has attached various documents to and or in support of the Petition.
3. Upon being served with the Petition and subsequently with the amended Petition, the Respondents herein duly entered appearance and thereafter filed a Replying affidavit, which was principally filed by and/or on behalf of the 3<sup>rd</sup> and 4<sup>th</sup> Respondents herein.
4. For clarity, the Replying affidavit on behalf of the 3<sup>rd</sup> & 4<sup>th</sup> Respondents, has been sworn by one Michael Ochieng, who indicates that same is the Director in charge of Roads, Transport and Public Works Department at the Nairobi Metropolitan Services (N.M.S).
5. It is worthy to note that the 1<sup>st</sup> Respondent herein, did not file any Replying affidavit, either to controvert and/or oppose the Petition.

**DEPOSITIONS BY THE PARTIES:**

**PETITIONER’S CASE:**

6. Vide what is stated to be an Amended Supporting Affidavit, one mercy Munjiru Waiguru has averred as hereunder;
7. On or about the year 2013, same entered into and executed Land Sale Agreements with M/s Orbit Chemical Industries Limited, whereby the said Orbit Chemical Industries Limited (herein referred to as the vendor) sold to and in her favor Properties known as ***Nairobi/Block/263/961, Nairobi/Block/263/962, and Nairobi/Block/263/963 situated in Mukuru.***
8. Following the execution of the Sale Agreement, the Petitioner herein, paid to and in favor of the vendor the agreed purchase price and upon the completion of the purchase price, the vendor procured the services of M/S Gioner Systems Limited, being an Independent contractor to undertake the subdivision of the larger parcel of land.
9. Subsequently, the vendor executed the transfer instrument and thereafter facilitated the transfer and registration of the suit properties to and or in her favor.
10. Pursuant to the foregoing, the petitioner has averred that she thereafter became the lawful and legitimate proprietor of the suit properties and thereafter same commenced the process of developing the Suit Properties.
11. Further, the Petitioner has averred that she proceeded to an erected fifty-three (53) Residential and Commercial houses on the suit Properties therein, which premises were thereafter leased and/or rented to various tenants.
12. Nevertheless, the Petitioner has averred that on the 9<sup>th</sup> July 2020, at around 2:00 am, same received a phone call whereby she was informed that the developments that had been erected on the Suit property were being demolished by and/or at the instance of the Respondents herein and that her tenants were similarly being evicted therefrom.
13. Further, the Petitioner has further averred that upon the enquiry she was informed that the Respondents and/or their agents were armed and were threatening to cause and/or inflict harm, if any one dared to stop same from the process of demolition.
14. It has further been averred that at the time of demolition, the Respondents herein used a Bulldozer and thereby caused an extensive Damage to the Suit Properties and the Developments thereto.
15. Besides, the Petitioner has further averred that as a result of the demolition, which is complained of, a total of thirty-four (34) tenants, who were hitherto tenants to the suit property, were unlawfully evicted and in this regard, the Petitioner has suffered and also accrued loss.
16. On the other hand, the Petitioner has averred that upon making enquiry as to why the Respondents were demolishing the Buildings erected on the suit properties, same discovered that the Respondents, were in the process of upgrading and/or constructing the Wape Wape Link Road and it was alleged that the suit properties, had encroached onto the Road reserve and therefore same had to be demolished.
17. Notwithstanding the foregoing, the Petitioner has averred that at no point in time has any one carried out and/or undertaken any survey works to authenticate and/or show that the Development on the Suit Properties, were standing on a Road reserve, either as alleged or at all.
18. In any event, the Petitioner has averred that prior to the offensive demolition, which affected a substantial part of the suit premises, same had not been issued and/or served with any Eviction letter and/or Notice, to indicate that same was required to remove any building from (*sic*) a portion of the suit properties.
19. Further the Petitioner has averred that the demolition exercise that was undertaken by the Respondents, was illegal and unlawful and that same amounted to forcible entry, trespass and interference with the suit Properties.
20. It is the Petitioner's further averment that following the demolition of the buildings standing on the suit Properties, same was constrained

to and indeed engaged a valuer, namely, Mr Robert S. Nzioki, to carry out a valuation exercise and ascertain the extent of damage caused and the values thereof.

21. Based on the foregoing, the Petitioner has averred that Valuer proceeded to and carried out the valuation of the suit Properties and thereafter generated a report, indicating the extent of the damage and the value, in monetary terms.

22. On the other hand, the Petitioners has further averred that the Respondents herein have also proceeded to dump and/or heap huge mounts of soil right in front of the Petitioners building with a view to rendering same inhabitable.

23. In the premises, the Petitioner has now approached the court and same now seeks protection form the court as pertains to ownership of the suit properties, as well as Compensation for the Damages caused to the suit Properties and loss arising therefrom.

#### **RESPONSE BY THE 3<sup>RD</sup> & 4<sup>TH</sup> RESPONDENTS:**

24. Vide Replying Affidavit sworn on the 2<sup>nd</sup> December 2021, one Michael Ochieng has averred as hereunder;

25. That Mukuru Special Planning Area is one of the informal settlement scheme Identified for purposes of upgrading projects for transformation as one of the largest slum areas of Nairobi into a healthy functioning neighborhood.

26. Further, it has been averred that the Mukuru Community was engaged by various stake holders, including the County Government of Nairobi for the planning of the upgraded infrastructure which included water, roads, drainage, sewer, power supply and housing.

27. On the other hand, it has also been averred that towards and with a view to achieving the intended upgrading of infrastructure, wayleaves for each class of roads was identified and the Roads were divided into several classes based on services expected for their use.

28. Besides, it has been averred that owing to the intended upgrade, surveyors were engaged to mark the structures that had encroached onto the roads and marked them with impressions of letter X and the owners thereof were requested to remove same.

29. It has been averred that the members of the community were thereafter informed of the illegal encroachments and that same accepted to voluntarily remove the structures which were illegally on the Road to pave way for the construction to take place.

30. Owing to the foregoing, it has been averred that the 4<sup>th</sup> Respondent thereafter proceeded to and embarked on the process of upgrading and the construction of Wape-wape link Road.

31. Be that as it may, it has further been averred that the Petitioner's properties and in particular, ***Nairobi/Block/263/961, Nairobi/Block/263/962, and Nairobi/Block/263/963 situated in Mukuru***, were found to have encroached onto the nine (9) meter road reserve and the Petitioner was thereafter notified to remove the illegal structures, but same declined to do so.

32. Owing to the foregoing, it has been averred that the 3<sup>rd</sup> & 4<sup>th</sup> Respondents were therefore constrained to remove the offensive structures and in particular, to pull down the buildings that were standing on the portion of the suit properties, particularly L.R No's ***Nairobi/Block/263/961, Nairobi/Block/263/962, and Nairobi/Block/263/963 situated in Mukuru, respectively***.

33. Other than the foregoing, the deponent has averred that the suit properties herein had been set aside for Public purposes and based on the foregoing, it is not possible for the Petitioner to seek for Compensation.

34. Besides, the deponent has also averred that the Government had also given Notice under Gazette Notice Number 7654, published on 11<sup>th</sup> August 2021, for the removal of illegal structures standing on the Road reserve.

35. Finally, the deponent has averred that what constitutes the suit properties were Public Lands that were illegally acquired and in this regard, the Petitioner cannot implead and/or rely on the Provision of Article 40 of the Constitution 2010, to protect an illegality.

#### **SUBMISSIONS:**

36. The Petition herein came up for directions on the 21<sup>st</sup> September 2021, whereupon directions were given to the effect that the Petition be canvased on the basis of Affidavit evidence and thereafter that the Parties were to file and exchange written submissions, based on the respective Affidavit Evidence, as well as the witness statements that were filed.

37. Pursuant to the foregoing directions, the Parties herein proceeded to and filed the respective written submissions, which submissions have reiterated and/or re-emphasized the contents of the Affidavits, which I have highlighted herein before.

38. Nevertheless, I must point out that the two sets of written submissions form part and parcel of the record of the court and that in this regard, same has been duly considered, appraised, and taken into account.

#### **ISSUES FOR DETERMINATION:**

39. Having reviewed the Amended Petition, the amended Affidavit in support thereof, as well as the Replying affidavit sworn and filed on

behalf of the 3<sup>rd</sup> & 4<sup>th</sup> Respondents and having taken into account the written submissions filed by and/or on behalf of the Parties, the following issues Do arise and are germane for Determination;

- a. *Whether the Petitioner is the lawful and legitimate owner of the Suit Properties.*
- b. *Whether the Suit Properties have encroached onto the nine (9) meter Road Reserve comprising of R7 of Wape -wape Link Road either in the manner alleged or at all.*
- c. *Whether the Suit Properties were Illegally acquired and whether the Petitioner is entitled to protection under Article 40 of the constitution, 2010.*
- d. *Whether the Petitioner is entitled to compensation and if so, the Quantum of such compensation.*

#### **ANALYSIS AND DETERMINATION:**

##### **Whether the Petitioner is the Lawful and Legitimate owner of the suit Properties.**

40. The Petitioner herein has stated and/or averred that what comprises of the suit properties, were hitherto part and parcel of a larger parcel of land belonging to and registered in the name of Orbit Chemical Industries Limited.

41. It has further been averred that on or about the year 2013, the Petitioner herein entered into land sale agreements with M/s Orbit Chemical Industries limited, with a view to purchasing and or acquiring portions of the larger parcel which belonged to and was registered in the name of Orbit Chemicals Industries Limited.

42. Pursuant to the foregoing, it has been stated and there is no denial that the vendor engaged an Independent contractor, namely, M/S Gioner Consultants Limited to carryout the subdivision of the larger parcel and which process, was undertaken and ultimately concluded.

43. Suffice it to say, that in the process of carrying out and/or undertaking the survey exercise, the vendor through her nominated agents, engaged and involved expert surveyors, who liaised with the office of the Director of survey, culminating into the preparation of the requisite mutation, the survey plan, the Part Development Plan and all the necessary Instruments, required and/or prescribed under the law.

44. It must be noted that after the entire process, including subdivision, preparation of the necessary instruments and the registration thereof, the Petitioner was ultimately issued with the title documents conferring upon her legal rights and/or interests thereto.

45. It is also important to point out that prior to the petitioner purchasing and ultimately acquiring title over what constituted the suit properties, same were hitherto part and parcel of a larger piece of land, belonging to and registered in the name of a Private developer.

46. It is the said private developer, who entered into a Land Sale Agreement and thereafter caused the larger parcel of land to be subdivided, leading to the transfer and registration of the suit properties to the Petitioner.

47. In my humble view, the Petitioner herein followed the lawful and due process towards obtaining the titles over and in respect of the suit Properties. Consequently, the Petitioner's titles to the suit Properties are not only legal, but legitimate.

48. In the premises, the Petitioner herein, had a legitimate expectation, founded and/or anchored on the lawful title, which were issued by and under the seal of the Republic of Kenya. Clearly, the sanctity of title cannot be washed away on mere allegations by and/or at the instance of the Respondents.

49. Suffice it to observe, that the titles that was given in favor of the Petitioner conferred upon her lawful and inviolable rights, which could only be taken away from her subject to the Due Process of the Law, including, inter alia, compulsory acquisition, but not otherwise.

50. In support of the foregoing observation, I adopt and reiterate the decision in the case of **Ocean View Plaza Ltd v Attorney General [2002] eKLR**, where the court observed as hereunder;

***Compulsory acquisition would be the only lawful way of taking away a piece of land from the registered owner. Allotment of land to a citizen or others protected under the Constitution, which action is symbolized by Title Deeds, invests in the allottee inviolable and indefeasible rights that can only be defeated by a lawful procedure under Land Acquisition Act. It is not in evidence that such procedure was followed.***

#### **ISSUE NUMBER 2**

##### **Whether the Suit Properties have encroached onto the nine (9) meter Road reserve comprising of R7 of Wape-wape Link Road either in the manner alleged or at all.**

51. Vide the Replying Affidavit filed by and/or on behalf of the 3<sup>rd</sup> and 4<sup>th</sup> Respondents, it has been alleged that the suit Properties belonging to and registered in the name of the Petitioner have encroached onto the nine (9) meter Road reserve comprising of R7 Wapewape Link Raod.

52. On the other hand, it has similarly been averred that prior to and or before the commencement and/or upgrading and the construction of the road, the 3<sup>rd</sup> & 4<sup>th</sup> Respondents carried out survey to demarcate the properties that had encroached onto the Road reserve and that thereafter the owners of the premises, which had encroached onto the Road reserve, were duly notified and informed to remove the offensive structures.

53. Further, it has also been averred that the Petitioner herein was duly notified that the structures standing on the suit properties, had encroached onto the nine (9) meter road reserve and that same was requested to remove the offensive structures, but same failed, neglected and/or refused to comply with the Notice.

54. However, despite the averment that a survey exercise was carried out and/or conducted and that the survey exercise revealed that the Petitioner's premises encroached onto the road reserve, no such survey report has been exhibited and/or annexed to the Replying affidavit filed on behalf of the 3<sup>rd</sup> & 4<sup>th</sup> Respondents.

55. On the other hand, it has also been averred that after the ascertainment that the Petitioner's premises had encroached onto the road reserve, same was notified and requested to remove the offensive structures, but that same declined to comply.

56. Similarly, it is worthy to note that despite the averment herein, the 3<sup>rd</sup> & 4<sup>th</sup> Respondents have not exhibited and/or availed a copy of the Notice, if any, that was ever issued to the Petitioner herein and which indicated which properties had encroached onto the road reserve.

57. In my humble view, if the Petitioner's premises had encroached onto the Road reserve and that same had been issued and served with a demolition Notice, nothing would have been easier than to exhibit and or avail such Survey report and/or Notice.

58. To the extent that no Survey report and/or Notice have been availed and/or displayed, the averments to this effect, which have been made on behalf of the 3<sup>rd</sup> & 4<sup>th</sup> Respondents, remain hollow and devoid of any probative value.

59. Suffice it to note, that it is the Respondents and particularly the 3<sup>rd</sup> & 4<sup>th</sup> Respondents, who had asserted that the Petitioner's premises have encroached onto the Road reserve and therefore the 3<sup>rd</sup> & 4<sup>th</sup> Respondents, bore the burden of proving the said assertion.

60. In this regard, it is worthy to take cognizance of the provisions of Sections 107 and 108 of the Evidence Act, Chapter Laws of Kenya, which provide as hereunder;

***Burden of proof:***

***1. Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.***

***2. When a person is bound to prove the existence of any fact it is said that the burden of proof lies on that person.***

***108. Incidence of burden:***

***The burden of proof in a suit or proceeding lies on that person who would fail if no evidence at all were given on either side.***

**ISSUE NUMBER 3**

**Whether the suit properties were illegally acquired and whether the Petitioner is entitled to protection under Article 40 of the constitution, 2010.**

61. The Petitioner herein has clearly provided and/or laid before the court the evidence pertaining to the process leading to the acquisition of the suit properties.

62. Perhaps, a short journey back would reveal that the suit properties herein were hitherto part and parcel of a larger piece of land belonging to and registered in the names of Orbit Chemicals Industries Limited, who thereafter undertook the subdivision of the larger parcel of land, culminating into the creation and ultimate transfer of the suit properties in favor of the Petitioner.

63. It is also worthy to note that the larger parcel of land, whose subdivision led to the creation of the suit properties, was registered in the name of a Private developer and hence same was Private land and not otherwise.

64. Be that as it may, I must also point out, that no Proceedings have been taken and/or undertaken by and/or on behalf of the 3<sup>rd</sup> & 4<sup>th</sup> Respondent or any such other Governmental Agency with a view to declaring the larger parcel of land belonging to M/s Orbit chemical Industries Limited as public land, or better still, to have been illegally acquired.

65. On the other hand, I am also not aware of any proceedings that have been commenced by the 3<sup>rd</sup> & 4<sup>th</sup> Respondents or such other Governmental agency, duly tasked to address and/or follow public land, whereby same has sought to challenge the legality or otherwise of the larger title that belonged to M/s Orbit Chemical Industries Limited, which gave rise to the suit property.

66. I have pointed out the foregoing, because it has been alleged that what comprises of the suit properties were public land that were

illegally acquired and thereafter transferred to and registered in favor of the Petitioner.

67. Clearly, the allegations that the suit properties were public land that were illegally acquired and thereafter transferred to and registered in favor of the Petitioner, is a red-herring, without any legitimate basis and/or foundation.

68. At any rate, where an issue about the legality or otherwise affecting the acquisition of title arises, it is incumbent upon the Party making such allegation to approach the court and obtain declaration to that effect. Simply put, it does not lie in the mouth of the 3<sup>rd</sup> & 4<sup>th</sup> Respondents to say that the suit properties were illegally acquired and therefore unworthy of constitutional protection.

69. In my humble view, the approach taken by the Respondents was/is erroneous and is bound to create violation of property rights and it is high time that Governmental bodies and/or State organs are implored to abide by and/or adhere to the constitutional dictates, including respect to Private Property and Due Process of the Law.

70. Nevertheless, as to who has the authority to determine whether the property was legally acquired or otherwise, I beg to adopt and reiterate the decision in the case of **Isaac Gathungu Wanjohi & another v Attorney General & 6 others [2012] eKLR**, where the court stated as hereunder;

*‘The state has asserted that the suit property was acquired illegally, in that event it must use due process to establish this position. Article 40(6) contemplates that the finding of unlawfulness must be by due process. As part of my jurisdiction to frame appropriate relief under Article 23 and in order to give effect to the petitioner’s right I direct that should the state wish to do so, it must commence such proceedings within 12 months from the date of this judgment.’*

#### **ISSUE NUMBER 4:**

##### **Whether the Petitioner is entitled to compensation and if so, the Quantum of such compensation.**

71. From the foregoing observations, it must now be clear that the actions and/or activities by the Respondents and in particular the 3<sup>rd</sup> & 4<sup>th</sup> Respondents, (which have not been denied), were clearly undertaken in a manner that Violated the constitutional rights and fundamental freedom of the Petitioner.

72. It is also evident that in the cause of the impugned actions by the Respondents, same caused and or inflicted damage to the Petitioners premises (read building and structures), which have therefore subjected the Petitioner to loss and suffering.

73. Following the demolition of the various structures and/or premises standing on the suit properties, the Petitioner retained and/or engaged a registered valuer to carry out and/or undertake valuation of the suit properties and in this regard a valuation report was duly prepared.

74. I have had the occasion to glanced at and examine the valuation report and the extent of damage that has been quantified and valued. In this regard, I am minded to award to and in favor to the Petitioner the sum of **Kshs.18, 256, 365/=** only, being the total value contained at the foot of the valuation Report, whose contents were never challenged and/or controverted.

75. On the other hand, the Petitioner has also averred that other than the offensive demolition, which has rendered the premises inhabitable, the Respondents herein have still heaped mountains of soil in front of the suit premises, so as to block access thereto and therefrom.

76. I must point out that the conduct of the Respondents, particularly the placement of the mountain of soil, in front of the suit premises, constitutes a continuing violation of the Petitioners Rights under the provisions of **Article 40 (1) of the Constitution of Kenya 2010**.

77. In the premises, I am minded to award the Petitioner herein the sum of **Kshs.20, 000, 000/=** only on account of Damages for Breach, violation and/or infringement of the Petitioners Right to Property.

#### **FINAL DISPOSITION:**

78. Having addressed and/or dealt with the issues for determination that were enumerated herein before, I am now minded to enter judgment in favor of the Petitioner as hereunder;

**a. A Declaration that the demolition of the Petitioners/Applicants properties Nairobi/Block/263/961, Nairobi/Block/263/962, and Nairobi/Block/263/963 situated in Mukuru by the Respondents is illegal, irregular, unprocedurally and contrary to Articles 27, 28, 40, and 43 of the Constitution and is therefore null and void.**

**b. A Declaration that the forceful, irregular and unlawful eviction and demolition of the Petitioners/Applicants property and the tenants therein, without a relocation option is illegal, oppressive and violates the rights of the Petitioner’s tenants.**

**c. A Declaration that the intended forceful, irregular and unlawful eviction and demolition of the petitioner’s property Nairobi/Block 263/961, Nairobi/Block/263/962, and Nairobi/Block/263/963 situated in Mukuru and the tenants therein is illegal, oppressive and violates the rights of the Petitioner and those of her tenants.**

**d. A Declaration that the intended plan by the Respondents, their agents, assigns, employees, officers, servants or any person acting on their behalf to further demolish, evict, harass, threaten and in any way interfere with the Petitioner and the Petitioner’s**

*Tenants use, occupation and quit enjoyment of the Petitioner's property is illegal, oppressive and violates the rights of the Petitioner and her tenants under Articles 40 of the Constitution, 2010.*

- e. An Order restraining any further Demolition and/or forceful Eviction by the Respondent against the Petitioner and her tenants; and*
- f. An Order of immediate restitution of the Petitioners and her tenants into the suit property.*
- g. Compensatory damages of Kshs.18, 256, 365.00/= only being the cost of restoration of the demolished premises to the status ante.*
- h. Damages for breach, violation and/or infringement of constitutional rights in the sum of Kshs.20, 000, 000/= only.*
- i. Costs of the Petition is awarded to the Petitioner.*
- j. The claim for loss of rental income has not been proven and/or established. Consequently same be and is hereby Dismissed.*

79. It is so ordered

**DATED, SIGNED AND DELIVERED AT NAIROBI THIS 10TH DAY OF MARCH 2022.**

**HON. JUSTICE OGUTTU MBOYA**

**JUDGE**

**IN THE PRESENCE OF;**

**JUNE NAFULA COURT ASSISTANT**

**MR. ABUTI H/B FOR MR. ESUCHI FOR THE PETITIONER**

**MR. MENGE APPEARING FOR THE 3RD & 4TH RESPONDENTS**

**NO APPEARANCE FOR THE 1ST & 2ND RESPONDENT**