



Langat v Trimborn Agricultural Engineering Limited & 3 others (Environment & Land Case E025 of 2022) [2025] KEELC 3201 (KLR) (8 April 2025) (Ruling)

Neutral citation: [2025] KEELC 3201 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAKURU
ENVIRONMENT & LAND CASE E025 OF 2022**

**A OMBWAYO, J
APRIL 8, 2025**

BETWEEN

ISAAC KIPNGETICH ARAP LANGAT PLAINTIFF

AND

TRIMBORN AGRICULTURAL ENGINEERING LIMITED 1ST DEFENDANT

MARANGA GROUP LIMITED & 2 OTHERS 2ND DEFENDANT

RULING

1. Trimborn Agricultural Engineering Limited has come to this court seeking orders that The Directors of the 2nd Defendant Company do appear before this Honorable Court in person to show cause why they should not be cited for contempt of court for willfully, deliberately, and intentionally refusing to obey the orders of this court as per the Ruling delivered on the 3rd July, 2023.
2. This Honorable Court be pleased to find and hold that the Directors of the 2nd Defendant Company are in contempt and have disobeyed the orders of the court issued on 3rd July, 2023. That the honourable Court does order the demolition of all the illegal structures erected suit properties L.R Nakuru Municipality Block 4/296 and L.R Nakuru. This Honorable Court be pleased to direct the Officer Commanding Police Division Nakuru Area, and the Officer Commanding Station (OCS), Kaptembwo Police Station to assist in implementation of the orders this Honorable Court is pleased to grant. Costs of this application be borne by the 2nd Defendant/Respondent.
3. The Application is based on grounds that that this Honorable Court made an order on 3rd July, 2023 couched
4. In the interests of justice and in order to preserve the suit properties that the status quo obtaining as at the date of the ruling be maintained pending the hearing and determination of this suit. Should the status quo not be certain, parties shall move the Court to have the status quo defined and that for Clarity, the suit properties are L.R Nakuru Municipality /Block 4/296 and Nakuru Municipality



- Block 4/296, and the current dispute is for ownership between the Plaintiff and the 1st Defendant, with the 2nd Defendant being involved by virtue of an ongoing sale of the suit properties from the 1st Defendant to the 2nd Defendant, which is yet to be completed to date.
5. The applicant states that the 2nd Defendant/Respondent has since the date of the aforesaid orders, in total breach of these orders, fraudulently obtained Lease Certificates for the suit parcels, and on 11th October, 2024, purported to lease the properties to a third party, one Patrick Gachanja Kabui, the Interested Party herein. That the 2nd Defendant, in concert with the said Interested Party are currently undertaking illegal developments in the way of public toilets, a church and other temporary structure, actions which undermine the letter and spirit of the orders of status quo issued on 3rd July, 2023.
 6. That the 1st Defendant has learnt that the genesis of the contemptuous activities undertaken by the 2nd Defendant is a misguided belief, founded on fraudulent activities, that the 2nd Defendant is the registered owner of the suit parcels, L.R Nakuru Municipality Block there is a sale agreement regarding the above parcel, that same has never been completed. As such the original Certificates of Lease for the two parcels have never been surrendered to the 2nd Defendant for purposes of creation of new Certificates of Lease in favour of the 2nd Defendant. The applicant laments that resultantly, the Certificates of Lease for L.R Nakuru Municipality Block 4/296 and L.R Nakuru Municipality Block 4/296 bearing the 2nd Defendant's name are products of a fraudulent scheme for which necessary action shall be undertaken. That in sum, the 2nd Defendant's actions of uttering a false document and procuring a sublease to a third party on 11th October, 2024 is prima facie evidence of contempt of this Court's orders.
 7. The supporting affidavit reiterates the grounds and add that for Clarity, the suit properties are L.R Nakuru Municipality Block 4/293 and L.R Nakuru Municipality Block 4/296, and the current dispute is for ownership between the Plaintiff and the 1st Defendant, with the 2nd Defendant being involved by virtue of an ongoing sale of the suit properties from the 1st Defendant to the Defendant, which is yet to be completed to date.
 8. The applicant states on oath that the 2nd Defendant/Respondent has since the date of the aforesaid orders, in total breach of these orders, fraudulently obtained Lease Certificates for the suit parcels, and on 11th October, 2024, purported to lease the suit properties to a third party, one Patrick Gachanja Kabui, the Interested Party herein. The 2nd Defendant has all along been aware of the orders of 3rd July, 2023 as it was represented by Counsel in the proceedings. The 2nd Defendant, in concert with the said Interested Party are currently undertaking illegal developments in the way of public toilets, a church and other temporary structure, actions which undermine the letter and spirit of the orders of status quo issued on 3rd July, 2023.
 9. The 1st Defendant has learned that the genesis of the contemptuous activities undertaken by the 2nd Defendant is a misguided belief, founded on fraudulent activities, that the 2nd Defendant is the registered owner of the suit parcels, LR Nakuru Municipality Block 4/296 and L.R Nakuru/ Municipality Block 4/296. According to the applicant, the 2nd Defendant has never been registered as the proprietor of L.R Nakuru Municipality Block 4/296 and L.R Nakuru Municipality Block 4/296. Whereas there is a sale agreement regarding the above parcel, the same has never been completed. As such the original Certificates of Lease for the two parcels have never been surrendered to the 2nd Defendant for purposes of creation of new Certificates of Lease in favour of the 2nd Defendant.
 10. The applicant laments that as late as 22nd June, 2022. The 2nd Defendant was still making payments to the Company in a bid to clear the balance of the purchase price, which stood at USD 53,822.08 as at 23th June 2022. There is no way that the Directors of the 1st Defendant could have signed the transfer forms in favour of the 2nd Defendant without clearance the outstanding purchase price. The



completion date for the transaction as per the Sale Agreement of 1 6th June, 2010 was 31st December, 2012, and therefore it defeats logic that the 2nd Defendant obtained the Certificates of Lease for L.R Nakuru Municipality Block 4/296 And L.R Nakuru Municipality Block 4/296 on 14th August, 2012.

11. That the 2nd Defendant's actions of uttering a false document and procuring a sublease to a third party on 1 1st October, 2024 is prima facie evidence of contempt of this Court's orders. The illegal developments that have been borne of contemptuous actions deserve to be demolished in order to preserve the dignity and authority of this Court's orders. This court has unfettered powers to allow the application as prayed.
12. The 2nd defendant has not responded to the application and therefore the allegations are not controverted.
13. The uncontroverted facts are that that this Honorable Court made an order on 3rd July, 2023 couched in the interest of justice and in order to preserve the suit properties that the status quo obtaining as at the date of the ruling be maintained pending the hearing and determination of this suit. Should the status quo not be certain, parties shall move the Court to have the status quo defined and that for Clarity, the suit properties are L.R Nakuru Municipality /Block 4/296 and Nakuru Municipality Block 4/296, and the current dispute is for ownership between the Plaintiff and the 1st Defendant, with the 2nd Defendant being involved by virtue of an ongoing sale of the suit properties from the 1st Defendant to the 2nd Defendant, which is yet to be completed to date. This court finds that it is not controverted that the 2nd defendant has leased the property to a 3rd party and that the 3rd party with the assistance of the 2nd defendant are in the process of putting up structures on the suit property as evident in the annexed photos.
14. It cannot be disputed that the duty to obey the law by all individuals and institutions is sacrosanct in the maintenance of the rule of law, good order and the due administration of justice. As stated by Romer, L.J. In *Hadkinson –vs- Hadkinson*, (1952) ALL ER 567,

“It is the plain and unqualified obligation of every person against, or in respect of, whom an order is made by a court of competent jurisdiction to obey it unless and until that order is discharged. The uncompromising nature of this obligation is shown by the fact that it extends even to cases where the person affected by an order believes it to be irregular or even void. Lord Cottenham, L.C., said in *Chuck –vs- Cremer* (1) (1 Coop. temp.Cott 342):

“A party, who knows of an order, whether null or valid, regular or irregular, cannot be permitted to disobey it... It would be most dangerous to hold that the suitors, or their solicitors, could themselves judge whether an order was null or valid- whether it was regular or irregular. That they should come to the court and not take upon themselves to determine such a question. That the course of a party knowing of an order, which was null or irregular, and who might be affected by it, was plain. He should apply to the court that it might be discharged. As long as it exists it must not be disobeyed.” Further, in *Refrigeration and Kitchen Utensils Ltd. –vs- Gulabchand Papatlal Shah & Another*, -Civil Application No.39 of 1990 held,

“ ... It is essential for the maintenance of the rule of law and good order that the authority and dignity of our courts is upheld at all times.”

15. I do find that the 2nd defendant has audaciously and disrespectfully leased the suit property to a 3rd party who has put up permanent structures thereon. The 2nd defendant is therefore found guilty of contempt of court and is ordered to purge the contempt within 15 days and is ordered to pay a fine



of ksh 2,000,000/- failure of which the 2nd defendants property worth Ksh 2,000,000 to be attached and sold. Costs to the applicant. Orders accordingly.

SIGNED BY: HON. JUSTICE ANTONY O. OMBWAYO

THE JUDICIARY OF KENYA.

NAKURU ENVIRONMENT AND LAND COURT

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DATE: 2025-04-08 07:22:06

Doc IDENTITY: 1904308208665251552719448158 Tracking Number:OOVFP62025

