



REPUBLIC OF KENYA



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**Mwanzo Building Mart Limited & 5 others v Embakasi Ranching Company Limited & another
(Environment & Land Case 350 of 2019) [2025] KEELC 3187 (KLR) (8 April 2025) (Judgment)**

Neutral citation: [2025] KEELC 3187 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE 350 OF 2019**

OA ANGOTE, J

APRIL 8, 2025

BETWEEN

**MWANZO BUILDING MART LIMITED 1ST PLAINTIFF
DAVID MUIGUA NG'ANG'A 2ND PLAINTIFF
JECINTA NJERI NG'ANG'A 3RD PLAINTIFF
MARGARET WAIHERA MBIYU 4TH PLAINTIFF
ELIUD NJUGUNA MUIGAI 5TH PLAINTIFF
MARY NJOKI MUIGAI 6TH PLAINTIFF**

AND

**EMBAKASI RANCHING COMPANY LIMITED 1ST DEFENDANT
CHIEF LAND REGISTRAR 2ND DEFENDANT**

JUDGMENT

1. The Plaintiffs instituted this suit vide a Plaint dated 7th November 2019. The Plaintiffs have sought judgement against the Defendants jointly and severally for the following orders:
 - a. A permanent injunction restraining the Defendants from preparing, processing, facilitating and/or signing any leases or issuing title deeds with respect to Land Reference Nos. Nairobi Block 136/19818, 136/19819, 136/19829, 136/19830, 136/19859, 136/19863, 136/19860, 136/19864, 136/19861, 136/19865, 136/9845, 136/9846, 136/9865, 136/9864, 136/9847, 136/9819, 136/8510, 136/8511, 136/8530, 136/8531, 136/8532, 136/8533, 136/8534, 136/8535, 136/21533, 136/21532, 136/21572, 136/21573, 136/21574, 136/21575, 136/21579, 136/21580, 136/21581, 136/21582, 136/21514, 136/21515, 136/21516, 136/21517, 136/21520, 136/21521, 136/21524, 136/21525, 136/21528, 136/21529,



136/19816, 136/19817, 136/19827, 136/19828, 136/19851, 136/19855, 136/19852, 136/19856, 136/19853, 136/19857, 136/19781, 136/19780, 136/19777, 136/19776, 136/8503, 136/8504, 136/8505, 136/8506, 136/8512, 136/8513, 136/8514, 136/8529, 136/21605, 136/21606, 136/21586, 136/21587, 136/21588, 136/21592, 136/21593, 136/21600, 136/21599, 136/21598, 136/21597, 136/21609, 136/21607, 136/21608, 136/21610, 136/21601, 136/21602, 136/21603, 136/21604, 136/21611, 136/21612, 136/21617, 136/21618, 136/21619, 136/21613, 136/9866, 136/9873, 136/9818 and 136/9872 to any other persons other than the Plaintiffs.

b. A declaration that the Plaintiffs are the lawful owners of L.R. Numbers Nairobi Block 136/19818, 136/19819, 136/19829, 136/19830, 136/19859, 136/19863, 136/19860, 136/19864, 136/19861, 136/19865, 136/9845, 136/9846, 136/9865, 136/9864, 136/9847, 136/9819, 136/8510, 136/8511, 136/8530, 136/8531, 136/8532, 136/8533, 136/8534, 136/8535, 136/21533, 136/21532, 136/21572, 136/21573, 136/21574, 136/21575, 136/21579, 136/21580, 136/21581, 136/21582, 136/21514, 136/21515, 136/21516, 136/21517, 136/21520, 136/21521, 136/21524, 136/21525, 136/21528, 136/21529, 136/19816, 136/19817, 136/19827, 136/19828, 136/19851, 136/19855, 136/19852, 136/19856, 136/19853, 136/19857, 136/19781, 136/19780, 136/19777, 136/19776, 136/8503, 136/8504, 136/8505, 136/8506, 136/8512, 136/8513, 136/8514, 136/8529, 136/21605, 136/21606, 136/21586, 136/21587, 136/21588, 136/21592, 136/21593, 136/21600, 136/21599, 136/21598, 136/21597, 136/21609, 136/21607, 136/21608, 136/21610, 136/21601, 136/21602, 136/21603, 136/21604, 136/21611, 136/21612, 136/21617, 136/21618, 136/21619, 136/21613, 136/9866, 136/9873, 136/9818 and 136/9872.

c. An order directed to the 2nd Defendant to issue and/or facilitate the issuance of leasehold titles in respect of L.R Numbers 136/19818, 136/19819, 136/19829, 136/19830, 136/19859, 136/19863, 136/19860, 136/19864, 136/19861, 136/19865, 136/9845, 136/9846, 136/9865, 136/9864, 136/9847, 136/9819, 136/8510, 136/8511, 136/8530, 136/8531, 136/8532, 136/8533, 136/8534, 136/8535, 136/21533, 136/21532, 136/21572, 136/21573, 136/21574, 136/21575, 136/21579, 136/21580, 136/21581, 136/21582, 136/21514, 136/21515, 136/21516, 136/21517, 136/21520, 136/21521, 136/21524, 136/21525, 136/21528, 136/21529, 136/19816, 136/19817, 136/19827, 136/19828, 136/19851, 136/19855, 136/19852, 136/19856, 136/19853, 136/19857, 136/19781, 136/19780, 136/19777, 136/19776, 136/8503, 136/8504, 136/8505, 136/8506, 136/8512, 136/8513, 136/8514, 136/8529, 136/21605, 136/21606, 136/21586, 136/21587, 136/21588, 136/21592, 136/21593, 136/21600, 136/21599, 136/21598, 136/21597, 136/21609, 136/21607, 136/21608, 136/21610, 136/21601, 136/21602, 136/21603, 136/21604, 136/21611, 136/21612, 136/21617, 136/21618, 136/21619, 136/21613, 136/9866, 136/9873, 136/9818 and 136/9872 to the Plaintiffs.

d. Costs of this suit.

2. The Plaintiffs' case is that the 1st Plaintiff is the lawful owner of 10 plots situated at Ruai within Embakasi Ranching Company Limited Settlement Scheme having bought them from the 1st Defendant, to wit Plot Nos V5396, V5397, V5398, V5399, V5400, V5401, V5402, V5403, V5404 and V5405 and was issued with non-member certificate of plot ownership in respect to each plot, which said plots upon survey became Land Reference numbers Nairobi/ Block 136/19818, 136/19819, 136/19829, 136/19830, 136/19859, 136/19863, 136/19860, 136/19864, 126/19861 and 136/19865.



3. The Plaintiffs avers that the 2nd Plaintiff is the lawful owner of plot numbers V.3432, V.3433, V.3434, V. 3435, V.3436, V.3437, V.3438, V.3439, V.3525 (allocated 4753), V.3526 (allocated 4754), V.6910, V.6911, V.6904, V.6912, V.12564, V.12565, V.12566, V.12567, V.12568, V.12569, V.12570, V.12571, V. 12572, V.12573, V.12038, V.12039, V.12040, V.12041, V.12042, V.12043, V.12044, V.12045, V.12046 and V.12047 bought from the 1st Defendant.
4. These second set of plots upon survey were identified as Land Reference numbers Nairobi Block 136/9845, 136/9846, 136/9865, 136/9864, 136/9847, 136/9819, 136/8510, 136/8511, 136/8530, 136/8531, 136/8532, 136/8533, 136/8534, 136/8535, 136/21533, 136/21532, 136/21572, 136/21573, 136/21574, 136/21575, 136.21579, 136/21580, 136/21581, 136/21582, 136/21514, 136/21515, 136/21516, 136/21517, 136/21520, 136/21521, 136/21524, 136/21525, 136/21528 and 136/21529.
5. The Plaintiff also avers that the 3rd Plaintiff is the owner of the third set of plot numbers V.4705, V.4706, V.4707, V.4708, V.4709, V.4710, V.4711, V.4712, V.4713, V.4714, P.9382, V.3338, V.7891, V.7890, V.6706, V.6707, V.6708, V.6709, V.3677, V.3678, V.36779, V.4023, V.12672, V.12673, V.12674, V.12675, V.12676, V.12677, V.12678, V.12679, V.12680, V.12681, V.12682, V.12683, V.12684, V.12685, V.12686, V.12687, V.12688, V.12689, V.12690, V.12691, V.12692, V.12693, V.12694, V.12695 and V.12696.
6. Upon survey, the Plaintiffs assert, the said plots were identified as Nairobi/Block 136/19816, 136/19817, 136/19827, 136/19828, 136/19851, 136/19855, 136/19852, 136/19856, 136/853, 136/13857, 136/19781, 136/19780, 136/19777, 136/19776, 136/8503, 136/8504, 136/8505, 136/8506, 136/8512, 136/8513, 136/8514, 136/ 8529, 136/21605, 136/21606, 136/21586, 136/21587, 136/21588, 136/21592, 136/21593, 136/21600, 136/21599, 136/21598, 136/21597, 136/21609, 136/21607, 136/21608, 136/21610, 136/21601, 136/21602, 136/21603, 136/21604, 136/21611, 136/21612, 136/21617, 136/21618, 136/21619 and 136/21613.
7. The 4th and 5th Plaintiff's assert that they respectively own plots numbers V.4021 and V.4326, while the 6th Plaintiff states that it owns V. 4020 and V.4348. They assert that these plots were surveyed and are known as Nairobi/Block 136/9866, 136/9873, 136/9818 and 136/9872.
8. The Plaintiffs state in the Complaint that they are in actual possession and have been living and farming thereon uninterrupted since 2005. They assert that the 1st Defendant undertook to process the leases and title deeds for the properties and submitted the subdivision plans to the Director of Surveys through its appointed surveyor. The plots were then surveyed and allocated their Land Reference numbers. It was averred by the Plaintiffs that they have since then been awaiting issuance of leases to their properties.
9. They assert that on 22nd October 2019, they came across a public notice published by the Ministry of Lands and Physical Planning in the local dailies; that the notice indicated that since the Ministry was finalizing the process of issuing title deeds to Embakasi Ranching Company shareholders, all plot owners were advised to verify from the 1st Defendant's offices whether their plots had been processed and approved for titling.
10. According to the Plaintiffs, they visited the 1st Defendant's office only to find that the details of their properties were missing from the 1st Defendant's system/records and in effect, the properties and/or the parcel numbers were non-existent.
11. The Plaintiffs are apprehensive that the 1st Defendant is using the excuse of missing details in their systems to either deny them to verify ownership of their plots or to fraudulently manipulate the records



in favour of third parties. They aver that they are also apprehensive that they are at risk of being denied title to their lawfully acquired properties.

12. The 2nd Defendant has through its Statement of Defence dated 30th November 2021, opposed the Plaintiffs' suit. It contends that no cause of action can be instituted against the government based on possession.
13. Despite notice and service being issued against the 1st Defendant, it neither entered appearance nor file a Defence to deny the Plaintiffs' claims.

Hearing and Evidence

14. The Plaintiffs adduced the testimony of two witnesses. PW1, David Muigai Ng'ang'a, the 2nd Plaintiff, informed the court that he is the Director of the 1st Plaintiff. He stated that the 3rd Plaintiff was his spouse who is now deceased; that the 4th Plaintiff is his elder sister; that the 5th Plaintiff is his son while the 6th Plaintiff is his daughter.
15. He relied on his witness statement dated 7th November 2019 and his supplementary witness statement of 9th October 2023. He also produced in evidence a bundle of documents as PEXB1 and a further bundle of documents as PEXB2.
16. In his statement, David Muigai Ng'ang'a stated that he bought the suit properties from the 1st Defendant on diverse dates between 2005 and 2018; that he made payments for the various parcels of land and the 1st Defendant issued him with non-member certificates of plot ownership for each parcel of land which indicated the amount paid as consideration and the respective plot number of the purchased parcel.
17. According to PW1, the 1st Defendant issued them with the receipts confirming payment of the purchase price; that he was accompanied by the 1st Defendant's surveyor to the respective suit properties and shown the location and boundaries of the properties and that they were issued with beacon certificates for the properties.
18. PW1 testified that the 3rd Plaintiff, Jecinta Njeri Ng'ang'a, passed away on 30th May 2019 and subsequently, on 27th May 2021, in High Court Succession Case No. E640 of 2020, the 5th Plaintiff and the 2nd Plaintiff were appointed as the personal representatives of the estate of the 3rd Plaintiff and issued with Grant of Letters of Administration Intestate.
19. PW1 additionally stated that on 28th May 2023, the 2nd Defendant issued him with the Certificates of Lease in relation to the plot numbers V. 3677, V.3678, V.3679 and V.4023 now known as Nairobi Block 136/8512, 136/8513, 136/8514 and 136/8529 and that the claim in relation to these properties has been overtaken by the events.
20. He also stated that the 2nd Defendant issued the 6th Plaintiff with the Certificates of Lease in relation to the Plot numbers V.4020 and V.4348 now known as Nairobi Block 136/9818 and 136/9872 on 1st December 2020 and 2nd June 2021 respectively. He stated that the claim with respect to these properties has equally been overtaken by events.
21. PW1 stated that in the month of March 2023, the Plaintiffs discovered that unknown persons had unlawfully entered the property known as Nairobi/Block 136/9819 and illegally erected a fence on the said property.
22. Also, he stated, in September 2023, surveyors who identified themselves as agents of the 1st Defendant, went to the suit properties and erected fresh beacons on the properties, particularly:



Land Reference Nos. Nairobi/Block 136/21605, 136/21606, 136/21586, 136/21587, 136/21588, 136/21592, 136/21593, 136/21600, 136/21599, 136/21598, 136/21597, 136/21609, 136/21607, 136/21608, 136/21610, 136/21601, 136/21602, 136/21603, 136/21604, 136/21611, 136/21612, 136/21617, 136/21618, 136/21619, 136/21613, 136/21572, 136/21573, 136/21574, 136/21575, 136/21579, 136/21580, 136/21581 and 136/21582.

23. PW1 stated that the plots were located in various blocks including Block 10, Block 26, Block JK1 and JK4; that the plots were sold to the Plaintiffs by different directors of the 1st Defendant and the certificates were signed by their Chairman and that he fenced all his parcels of land and planted trees. It was his evidence that his children are living on Block 10 and that the court should assist him to get titles.
24. PW2, Eliud Njuguna Muigai, stated that he had produced a certificate of electronic record dated 9th October 2023 in relation to the photographs annexed to PEXB2. He testified that he visited the property in January 2023 and realized some strangers had entered the land and were digging a trench on one of the properties in Block C; that they also did a fence around two plots and that he also went to block JK4 and found some people placing beacons around the plot.
25. The Defendants did not cross-examine the Plaintiff's witnesses and did not present any witnesses before the court.

Submissions

26. Counsel for the Plaintiffs submitted that the Plaintiffs are the legal and rightful owners of the suit property and they have been in possession of the suit properties since 2005.
27. It was submitted that to prove ownership to the plots in the scheme, it was imperative for the Plaintiffs to adduce a membership certificate, a beacon certificate and a register of members with their names included. Counsel relied on the case of *Osoro (Holding Specific Power of Attorney suing on behalf of Pius Matunda Onganga & Christine Momba Ongondo) vs John Mwangi & Embakasi Ranching Company Limited* [2023] eKLR.
28. Counsel submitted that the 1st Defendant issued the Plaintiffs, who the purchasers of the suit properties, with non-member certificates indicating the land parcel allocated as well as the beacon certificates. Counsel relied on the cases of *Monica Atieno Kayongo v Embakasi Ranching* [2021] eKLR and *Michael Mbogo Wambugu vs Embakasi Ranching Company Limited* [2021] eKLR where the court held that the Plaintiff had proved its case on a balance of probability in establishing ownership of the parcels acquired from the 1st Defendant through the non-member certificate.
29. Counsel submitted that the Plaintiffs have adduced non-member certificates in their bundle of documents as well as beacon certificates issued by the 1st Defendant's surveyors and that they have also adduced copies of payment receipts of various levies paid by the Plaintiffs and acknowledged by the 1st Defendants with respect to the suit parcels of land and the site survey maps.
30. It was submitted that the Plaintiffs discovered in January 2023 that the 1st Defendant had begun reallocating some of the properties previously allocated to the Plaintiffs to third parties, namely Nairobi Block 136/9845, 136/9846, 136/9865, and 136/9866. Counsel submitted that once land is allocated by the 1st Defendant, it is not available for allocation. They relied on the case of *Okongo & another vs Katoke & 2 Others* [2024] KEELC 3705 (KLR) and *Republic vs City Council of Nairobi & 3 Others* [2014] eKLR.



31. It was counsel's submission that as the Plaintiffs have established title to the suit properties, the Defendants ought to be compelled to complete the transaction by processing the titles and issuance of the same to the Plaintiffs.
32. They relied on the case of Michael Mbogo Wambugu v Embakasi Ranching Company Limited [2021] eKLR where the court held that as the Defendant had made representations through receipt and acknowledgement of various levies and issuance of the non-member certificate, Embakasi Ranching should be compelled to complete and effectuate the transaction by way of processing the title and issuance of the same to the Plaintiff.
33. Counsel's submission was that the circumstances of this case constitute a perfect scenario where the maxim 'equity considered as done that which ought to have been done' should be applied. He relied on the case of Arvind Shah and 7 Others vs Mombasa Bricks & Tiles Limited & 5 others SC Petition No. 18 (E020) of 2020, where the court underscored the position and applicability of equity in our jurisdiction.

Analysis and Determination

34. This court has taken into consideration the Plaintiffs' Plaintiff and documents, the Defence filed by the 2nd Defendant as well as the sworn statements and testimonies of the Plaintiffs' witnesses. The court has noted that the 1st Defendant neither entered appearance nor filed a Defence.
35. This court duly takes notice that since the suit was filed, there has been material change to the Plaintiffs' claim. This is with respect to the issuance of titles to some of the suit properties by the Chief Land Registrar, the 2nd Defendant. The Certificates of Lease which were issued are in respect to the properties known as Nairobi Block 136/8512, 136/8513, 136/8514, 136/8529, 136/9818 and 136/9872.
36. Accordingly, while the Plaintiff had initially sought that the 1st Defendant facilitate the issuance of lease certificates with respect to 95 titles, the Plaintiffs' suit is now with respect to the other 89 plots, in respect of which they are yet to receive certificates of lease.
37. The only issue for this court's determination is whether the Plaintiffs have established that they lawfully acquired title to the 89 plots at issue in this matter.
38. Although the Defendants did not testify, it is trite that even where a matter is undefended, the burden of proof remains upon the Plaintiff. This was held by the Court of Appeal in Karugi & another vs Kabiya & 3 others [1983] KECA 38 (KLR), where it stated:

“The burden on a Plaintiff to prove his case remains the same throughout the case even though the burden may become easier to discharge when the matter is not validly defended, the burden of proof is not in any way lessened because this is heard by way of formal proof.”
39. Section 107 of the *Evidence Act* is binding upon the Plaintiff, and it states that:
 - (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.”



40. The Plaintiffs' case is that they bought the plots from the 1st Defendant and were issued with Non-Member Share Certificates. They assert that the plots were surveyed; that they accompanied the surveyor to identify the plots; that they paid the necessary fees and have adduced the receipts as proof of payment and that they have been living and farming on the suit properties since they purchased them.
41. The Plaintiffs assert that this suit is based on the apprehension that the 1st Defendant will fail to facilitate the issuance of title deeds in their favour. They state that they are aware that the Ministry of Lands and Physical Planning has begun the process of issuing title deeds to shareholders of Embakasi Ranching Company.
42. When they visited the offices of the 1st Defendant, they stated, they found that the details of their properties were missing from the 1st Defendant's records. PW1 informed the court that the 1st Defendant was elusive and its directors had informed him that they needed to negotiate once more with respect to the suit properties.
43. According to the Plaintiffs, they lawfully bought all the 89 plots of land from the 1st Defendant and that this court should compel the 1st Defendant to facilitate the issuance of titles to them by the 2nd Defendant.
44. That being the case, it was essential that the Plaintiffs establish that they lawfully purchased the said properties. In *Lucia Wambui Kariuki & Another vs Grace Wanjiru & Another* [2022] eKLR, this court considered the question of ownership of land through a land buying company and the requisite documentation to prove that one acquired title from a land-buying company lawfully. The court stated as follows:

“It is not in dispute that the suit land originated from Githunguri Constituency Ranching Company Limited, a cooperative Company owned through membership. It incorporated Kenyans of all walks of life in the quest to acquire land and so it was basically a land buying company which acquired large chunks of land at the advent of Independence from the white settlers who were folding up their agricultural activities to return to their native countries. The members pay a membership fee to join and acquire shares in the company. The shareholding was critical as it was the basis of allocation of land. One would then be issued with a share certificate and various receipts for all manner of payments that was demanded for by the company. At the right time, the land would be surveyed by the land buying company and subdivided into smaller portions according to the number of its members and to cater for common utilities as and when desired by the membership. Membership was therefore denoted by the share certificate. The company would maintain a register of members indicating their details, the share certificate number, plot number and such other details as may be peculiar to the membership.

Allocation of land would be through balloting. Members would then be issued with a ballot denoting the plot number balloted for. The instruments required to process the title therefore would be the share certificate, the ballot, the payment receipts and the clearance certificate by the company informing the Land Registrar that the holder of these documents is the rightful proprietor of the land. The ballot number must agree or correspond with the land reference number as shown on the Registry Index map, which denotes the land on the ground.”

45. A person seeking to prove that he acquired title procedurally through a land buying company would therefore be expected to present a share certificate, receipts of payments made to the company, and



where one was a member, the ballot and a clearance certificate from the company to the Land Registrar informing them that the holder of these documents is the rightful proprietor of the land.

46. The Plaintiffs in this case do not however purport to be members of Embakasi Ranching Company. They claim that they bought the land from the 1st Defendant as non-members of the company and were issued with non-member share certificates as proof of the purchase of the respective properties.
47. Courts have all the same upheld non-member share certificates to be proof of ownership of land, as was the case in *Monica Atieno Kayongo vs Embakasi Ranching* [2021] KEELC 1964 (KLR) and in *Michael Mbogo Wambugu vs Embakasi Ranching Company Limited* [2021] KEELC 1507 (KLR).
48. The Plaintiffs annexed copies of the 95 non-member certificates to the identified plots in their bundle. In their bundle, the Plaintiffs also produced various receipts dated 27th January 2011 which evidenced the following: Jacinta Njeri paid Kshs. 40,000/- as part payment for Plot No. 5706-09; Mary Njoki Mungai paid Kshs. 20,000/- as part payment for V.4348 and V.4020; Eliud Njuguna paid Kshs. 10,000/- as part equity for V.4326 and Jacinta Njeri paid Kshs. 40,000 as part payment with respect to V.7891, V.7890, V.3338 and V.9382.
49. A further batch of receipts was dated 18th September 2018 showing that: Mary Njoki paid Kshs. 40,000 as part payment of site visit fees for V.4020 and V.4348; Jacinta Njeri paid Kshs. 80,000 as part payment for site visit of Plot Nos V.6706, V6707, V6708 and V6709; Eliud Njuguna paid Kshs. 20,000 as site visit fees for Plot V.4326; Jacinta Njeri paid Kshs. 80,000/- as part payment for site visit of Plot Nos P.9382, V.3338, V.7891 and V.7890; David Muigai paid Kshs.20,000 as part payment for site visit of Plot No. V.3432; David Muigai paid Kshs.80,000/- as part payment for site visit of Plot Nos V.3436, V.3435, V.3433 and V.3434 and David Muigai paid Kshs.60,000/- as part payment for site visit of Plot Nos V.3439, V.3438 and V.3437.
50. The claim that the Plaintiffs purchased the suit properties directly from the 1st Defendant was not disputed. Indeed, the Plaintiffs have already been issued with a few certificates of lease.
51. Having produced in evidence the non-membership certificates in respect to all the suit properties, and other accompanying documents, including receipts issued by the 1st Defendant, the Plaintiffs have established their claim to the required standards.
52. For those reasons, save where the Certificates of Leases have been issued by the 2nd Defendant to the Plaintiffs, and vacant possession given, the Plaintiffs' Plaint is allowed as follows:
 - a. A permanent injunction be and is hereby issued restraining the Defendants from preparing, processing, facilitating and/or signing any leases or issuing title deeds with respect to Land Reference Nos. Nairobi Block 136/19818, 136/19819, 136/19829, 136/19830, 136/19859, 136/19863, 136/19860, 136/19864, 136/19861, 136/19865, 136/9845, 136/9846, 136/9865, 136/9864, 136/9847, 136/9819, 136/8510, 136/8511, 136/8530, 136/8531, 136/8532, 136/8533, 136/8534, 136/8535, 136/21533, 136/21532, 136/21572, 136/21573, 136/21574, 136/21575, 136/21579, 136/21580, 136/21581, 136/21582, 136/21514, 136/21515, 136/21516, 136/21517, 136/21520, 136/21521, 136/21524, 136/21525, 136/21528, 136/21529, 136/19816, 136/19817, 136/19827, 136/19828, 136/19851, 136/19855, 136/19852, 136/19856, 136/19853, 136/19857, 136/19781, 136/19780, 136/19777, 136/19776, 136/8503, 136/8504, 136/8505, 136/8506, 136/8512, 136/8513, 136/8514, 136/8529, 136/21605, 136/21606, 136/21586, 136/21587, 136/21588, 136/21592, 136/21593, 136/21600, 136/21599, 136/21598, 136/21597, 136/21609, 136/21607, 136/21608, 136/21610, 136/21601, 136/21602, 136/21603,



136/21604, 136/21611, 136/21612, 136/21617, 136/21618, 136/21619, 136/21613, 136/9866, 136/9873, 136/9818 and 136/9872 to any other persons other than the Plaintiffs.

- b. A declaration be and is hereby issued that the Plaintiffs are the lawful owners of L.R. Numbers Nairobi Block 136/19818, 136/19819, 136/19829, 136/19830, 136/19859, 136/19863, 136/19860, 136/19864, 136/19861, 136/19865, 136/9845, 136/9846, 136/9865, 136/9864, 136/9847, 136/9819, 136/8510, 136/8511, 136/8530, 136/8531, 136/8532, 136,8533, 136/8534, 136/8535, 136/21533, 136/21532, 136/21572, 136/21573, 136/21574, 136/21575, 136/21579, 136/21580, 136/21581, 136/21582, 136/21514, 136/21515, 136/21516, 136/21517, 136/21520, 136/21521, 136/21524, 136/21525, 136/21528, 136/21529, 136/19816, 136/19817, 136/19827, 136/19828, 136/19851, 136/19855, 136/19852, 136/19856, 136/19853, 136/19857, 136/19781, 136/19780, 136/19777, 136/19776, 136/8503, 136/8504, 136/8505, 136/8506, 136/8512, 136/8513, 136/8514, 136/8529, 136/21605, 136/21606, 136/21586, 136/21587, 136/21588, 136/21592, 136/21593, 136/21600, 136/21599, 136/21598, 136/21597, 136/21609, 136/21607, 136/21608, 136/21610, 136/21601, 136/21602, 136/21603, 136/21604, 136/21611, 136/21612, 136/21617, 136/21618, 136/21619, 136/21613, 136/9866, 136/9873, 136/9818 and 136/9872.
- c. An order is hereby issued directed to the 2nd Defendant to issue and/or facilitate the issuance of leasehold titles in respect of L.R Numbers 136/19818, 136/19819, 136/19829, 136/19830, 136/19859, 136/19863, 136/19860, 136/19864, 136/19861, 136/19865, 136/9845, 136/9846, 136/9865, 136/9864, 136/9847, 136/9819, 136/8510, 136/8511, 136/8530, 136/8531, 136/8532, 136/8533, 136/8534, 136/8535, 136/21533, 136,21532, 136/21572, 136/21573, 136/21574, 136/21575, 136/21579, 136/21580, 136/21581, 136/21582, 136/21514, 136/21515, 136/21516, 136/21517, 136/21520, 136/21521, 136/21524, 136/21525, 136/21528, 136/21529, 136/19816, 136/19817, 136/19827, 136/19828, 136/19851, 136/19855, 136/19852, 136/19856, 136/19853, 136/19857, 136/19781, 136/19780, 136/19777, 136/19776, 136/8503, 136/8504, 136/8505, 136/8506, 136/8512, 136/8513, 136/8514, 136/ 8529, 136/21605, 136/21606, 136/21586, 136/21587, 136/21588, 136/21592, 136/21593, 136/21600, 136/21599, 136/21598, 136/21597, 136/21609, 136/21607, 136/21608, 136/21610, 136/21601, 136/21602, 136/21603, 136/21604, 136/21611, 136/21612, 136/21617, 136/21618, 136/21619, 136/21613, 136/9866, 136/9873, 136/9818 and 136/9872 to the Plaintiffs.
- d. Costs of this suit to be paid to the Plaintiff by the 1st Defendant.

DATED, SIGNED AND DELIVERED IN NAIROBI VIRTUALLY THIS 8TH DAY OF APRIL, 2025.

O. A. Angote

Judge

In the presence of;

Ms Obure for Kanjama and Kisaka for Plaintiffs

No appearance for Defendant

Court Assistant: Tracy

