



**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA AT NAIROBI**  
**CONSTITUTIONAL AND HUMAN RIGHTS DIVISION**  
**PETITION NO. 248 OF 2013**  
**CONSOLIDATED WITH**  
**PETITIONS 249, 250, 251, 252, 253 AND 299 OF 2013**

**BETWEEN**

**AL-NAS COMPANY LIMITED ..... 1<sup>ST</sup> PETITIONER**  
**KURANZE GROUP RANCH ..... 2<sup>ND</sup> PETITIONER**  
**ABDI W. BISLE ..... 3<sup>RD</sup> PETITIONER**  
**HUSSEIN JELLE ..... 4<sup>TH</sup> PETITIONER**  
**MOHAMED OSMAN MAOW ..... 5<sup>TH</sup> PETITIONER**  
**YUSUF ABDI ..... 6<sup>TH</sup> PETITIONER**  
**FATUMA ABDI ..... 7<sup>TH</sup> PETITIONER**

**AND**

**THE HON. ATTORNEY GENERAL ..... 1<sup>ST</sup> RESPONDENT**  
**THE INSPECTOR GENERAL OF POLICE.....2<sup>ND</sup> RESPONDENT**  
**THE DIRECTOR,**  
**KENYA WILDLIFE SERVICES.....3<sup>RD</sup> RESPONDENT**

**RULING NO. 2**

1. After hearing and dismissing the petitioners' application for contempt of court against the respondents, I stated as follows, in my ruling of 5<sup>th</sup> August 2013, "*But this is not the end of the matter, it is apparent that the respondents, that is, the KWS in conjunction with other security*

*agencies, intend to mount a large scale operation to ensure that there are no cattle herders in the park and that unauthorised persons and those with illegal weapons are flushed out of the Parks. This is within the purview of the respondents' responsibilities. On the other hand, the petitioners as ranchers are entitled to enjoy the property rights subject to such limitations that are within the law and Constitution. I believe that this is a matter than can be resolved and I direct the parties to appear before the court on 12<sup>th</sup> August 2013."*

2. The parties heeded my advice and met at Kenya Wildlife Services (KWS) Headquarters where they accordingly resolved to settle some of the issues at hand. These terms of the settlement contained in the minutes of the meeting held on 8<sup>th</sup> August 2013 which have been endorsed by the parties' advocates.
3. Accordingly it is now agreed by the parties that the Police Service and KWS in association with other State agencies shall carry out their mandate consistent with their statutory and legal mandates as follows;
  1. *To drive out unauthorised livestock from the Parks.*
  2. *To ensure all criminal gangs, poachers and illegal aliens face the criminal justice system.*
  3. *To recover all illegal firearms and trophies.*
  4. *To restore the general security of the ecosystem.*
  5. *To carry out surveillance and patrols of the Tsavo National Parks (East & West) by overflying the Parks and their environs using helicopters and fixed wing planes to see the extent of concentration of livestock.*
4. It is hereby agreed by the parties that the operation set out in paragraph 3 above shall be carried out subject to the following points of agreement;
  - a. All the petitioners have direct leases with the owners of the land and the said leases will be honoured and no removal of ranchers with leases, or their livestock, will be undertaken. The petitioners, on their part, shall ensure that they do not exceed the carrying capacity of the land, resulting in encroachment into the Parks.
  - b. The petitioners shall furnish to KWS the list of all ranch owners/their current employees and their national identity card numbers. Any other persons present on the ranches will explain their presence to the police and the exercise of verification will be done on a ranch by ranch basis. The list of the petitioner's employees shall be provided within the next 14 days in any event.
  - c. The intended operation, set out in paragraph 3 above, shall last for one and a half months from the date of commencement, and may be reviewed depending on the prevailing circumstances. For the avoidance of doubt, the normal routine law enforcement activities shall be not be affected by the foregoing.
  - d. The petitioners as livestock owners and their employees will co-operate in safeguarding the wildlife and the ecosystem and provide information to assist in combating illegal activities within the Tsavo ecosystem. KWS and the Police Service will provide appropriate and secure mechanisms.
  - e. The operation will be carried out at within the confines of the law and with no victimisation of the petitioners or their employees.
  - f. The petitioners, their agents and or employees shall not drive cattle into the parks, and shall themselves not enter the parks without lawful authority.
  - g. The petitioners, their employees shall surrender all illegal firearms and trophies to the authorities immediately and in any event within 30 days from the date hereof.
  - h. The petitioners undertake not to employ any illegal aliens on the ranches and will periodically furnish the authorities with updated lists of their employees.
5. This matter will be mentioned for further orders and directions on 3<sup>rd</sup> September 2013.

**DELIVERED and DATED at NAIROBI this 13<sup>th</sup> day of August 2013.**

**D.S. MAJANJA**

**JUDGE**

**Mr Muganda instructed by Sagana Biriq and Company Advocates for the petitioners.**

**Mr Wamotsa instructed by the State Law Office for the 1<sup>st</sup> and 2<sup>nd</sup> respondent and with him Mr Moimbo and Ms Mwangi.**

**Ms Wachira instructed by Ombonya and Company Advocates for 3<sup>rd</sup> respondent.**