



**Mbui v Mutuku & 2 others (Environment & Land Case
71 of 2014) [2022] KEELC 3375 (KLR) (27 July 2022) (Judgment)**

Neutral citation: [2022] KEELC 3375 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT MACHAKOS
ENVIRONMENT & LAND CASE 71 OF 2014**

CA OCHIENG, J

JULY 27, 2022

BETWEEN

PETER MWENDA MBUI PLAINTIFF

AND

ESTHER NDULU MUTUKU 1ST DEFENDANT

TOTAL KENYA COMPANY LIMITED 2ND DEFENDANT

MUTUKU NGEI 3RD DEFENDANT

JUDGMENT

1. By a Plaint dated the September 3, 2014 which was amended on July 16, 2019, the Plaintiff prays for Judgment against the Defendants for:
 - a) That an injunction restraining the Defendants from dealing and/or transacting with the suit property in any manner prejudicial to the Plaintiff and the Interested Party's rights as captured in the Sale Agreement of August 13, 2014.
 - b) A declaration that any transaction between the Defendants herein and/or between the Defendants and any third party touching on the suit property is void *ab initio*.
 - c) The completion period of 30 days in the Sale Agreement dated August 13, 2014 between the Plaintiff and the Interested Party be enlarged.
 - d) The Defendants' cautions registered on the suit property be removed and the Land Registrar, Machakos County be and is hereby ordered to register the Plaintiff and the Interested Party's transfer documents and issue a title in favour of the Plaintiff over Machakos Town/Block 1/89.



- e) An order for specific performance do issue against the 3rd Defendant, compelling him to carry out all his obligations as envisaged in the Agreement for Sale dated August 13, 2014 upon receipt of the requisite undertakings from the Plaintiffs.
 - f) Costs and interest of the suit.
2. In response, the 1st Defendant filed her Defence dated the December 19, 2014 where she denied ever conceding to the sale of LR No Machakos Town/Block 1/89 hereinafter referred to as the 'suit property' to the Plaintiff. She denied the Plaintiff's claim that he had paid for any clearances or stamp duty. She further stated that the Agreement entered into between the 3rd Defendant and the Plaintiff was founded on mistake and denied the Plaintiff's allegations that the 3rd Defendant was willing to proceed with the transaction.
3. The 2nd Defendant filed its Statement of Defence on December 4, 2014 where it denied the Plaintiff's allegations and maintained that it had a valid claim over the suit property. In particular, it averred that their agreement with the 3rd Defendant was still subsisting and the caution as registered was to secure their valid interest on the suit property. They did file a copy of the Sale Agreement dated the September 1, 2013 between themselves and the 3rd Defendant.
4. The 3rd Defendant filed his Statement of Defence and Counter-claim on September 24, 2019. He denied the Plaintiff's claims and stated that the agreement was entered into by mistake since he had already entered into an earlier agreement with the 2nd Defendant. He further denied having handed over part of the completion documents. He explained that he had suffered cerebral vascular stroke in 1985 after which he developed loss of speech and memory. Further, since then, it is the 1st Defendant who had been in charge of all transactions and the Agreement for August 13, 2014 was as a result of undue influence as the 1st Defendant was not present when he signed it. It was his testimony that he did not understand the full implication of executing the said Sale Agreement between himself and the Plaintiff.

In the Counter-claim, he sought for the following orders:

- a. Dismissal of the Plaintiff's suit.
 - b. An order setting aside the Sale Agreement dated August 13, 2014 between the 3rd Defendant and the Plaintiff.
 - c. An order directing the Plaintiff to return the title document for land title number Machakos Town Block 1/89 to the 3rd Defendant.
 - d. Alternatively, and without prejudice to the foregoing prayers, an order directing the Plaintiff to pay the entire purchase price before or immediately after transfer of land title number Machakos Town Block, 1/89 into the Plaintiff's name.
 - e. Such other relief as the justice of this case merits.
 - f. Costs of the suit.
5. The matter proceeded for hearing where the Plaintiff had one (1) witness and the Defendants four witnesses.



Evidence of the Plaintiff

6. The Plaintiff claimed that the 3rd Defendant unjustifiably retracted in completing the transaction by pretending he made a mistake and was unwell. He alleged that the 3rd Defendant had wanted to hike the price of the suit property but he was not agreeable at which point the 3rd Defendant refused to complete the transaction. The Plaintiff insists that it would be unconscionable and oppressive on him if the 3rd Defendant is allowed to wilfully breach their contract. He emphasized the fact that the contract stipulated that the balance of the purchase price would only be paid upon completion of the transfer process. He confirmed that one lawyer acted for both of them in the transaction. Further, that he was present at the signing of the Agreement while the 3rd Defendant was accompanied by one Mr Mbindyo. He reiterated that the 3rd Defendant seemed to be of sound mind and even bargained on the purchase price. He stated that all was well until he lodged the transfer documents for registration when he learnt of the caveats registered on the suit property.
7. Upon cross-examination, the Plaintiff averred that he had met the 3rd Defendant about four times during the transacting period and at one point he was accompanied by one Mr Nzyuki. He denied having knowledge of exhibit marked B3 which was the consent form allegedly signed by the 1st Defendant. On the mental status of the 3rd Defendant, the Plaintiff reiterated that the 3rd Defendant appeared alright and would even transact on the account he held with the bank. He was emphatic that had he known of any incapacitation, he would have sought for advice from his lawyer. He refrained from commenting on the issue of the 1st Defendant being out of the country on the alleged date of execution of the consent document. Upon further cross-examination, he insisted that it is the 3rd Defendant who approached him upon recommendation by the bank manager of Standard Chartered Bank. He confirmed that at the said time, the 3rd Defendant had diminished speech but did not seem to have any tremor that was abnormal. It was his testimony that the 3rd Defendant had agreed to be represented by Mr Kulecho, and it is the said advocate who followed up on the payment of the rates in respect to the suit property. He maintained that he was ready to pay the balance of the purchase price if directed to do so. The Plaintiff produced the following documents as exhibits: Search Certificate of Machakos Town/Block 1/89; Sale Agreement; Consent by Nduku Mutuku; Copies of completion documents; Stamp duty payments; Registration for transfer form; Payments for transfer; Search Certificate dated August 22, 2014; Search Certificate dated August 12, 2014; Land Registrar's reasons for refusal to register and Search Certificate dated September 1, 2014.

Evidence of the 1st Defendant

8. The 1st Defendant confirmed that the 3rd Defendant owns the suit property. She denied signing the consent document since she was away in London on the alleged date. She produced her passport showing her return date to the country as August 14, 2014. It was her testimony that the 3rd Defendant suffered from a stroke in 1985 and he had not been transacting without the assistance of either their children, a friend (Willy Nzuki) or herself. It was her testimony that she learnt of the transaction of August 13, 2014 from Willy upon her return from London on August 14, 2014. She confirmed having proceeded to the land's offices and placed a caution on the suit property. She further confirmed that she proceeded to the bank and confirmed from the manager that Ksh 700,000 had been deposited into her husband's account. She insisted that her husband was being defrauded since he had surrendered all the completion documents but the purchase price had not been paid. She further confirmed to have participated in the Sale Agreement with the 2nd Defendant but could not recall the date. She concluded by challenging the fact that the same advocate acted for both the seller and the buyer. In the former



agreement, she stated that they had an advocate to represent them. She sought for the 2014 transaction to be rescinded since the Plaintiff had questionable intentions.

Evidence of the 2nd Defendant

9. DW4 who was a legal officer with the 2nd Defendant confirmed that the company had entered into an Agreement with the 3rd Defendant dated September 1, 2013 for the purchase of suit property. It was her testimony that the completion period was ninety (90) days as per Clause 7 of the said Agreement but the Agreement was not completed within the said period since the 3rd Defendant failed to furnish them with the completion documents. She confirmed that their lawyer had followed up on the completion documents with the 3rd Defendant's lawyer through various correspondence which were produced as an evidence, but it was in vain. She further testified that there was no Notice of termination of the Agreement from either party. She declined to tender evidence in respect to 3rd Defendant's state of mind at the point he entered into the Sale Agreement with the 2nd Defendant, but confirmed that the 1st Defendant who is a wife to the 3rd Defendant had granted spousal consent in respect to the Agreement dated the September 1, 2013.

Evidence of the 3rd Defendant

10. The 3rd Defendant testified that he owned the suit property. He explained that he suffered cerebral vascular stroke in 1985 which resulted in the loss of his speech and memory. He confirmed having entered into an Agreement with the Plaintiff dated the August 13, 2014 but did not understand the implications. He denied handing over his wife's consent to the Plaintiff. It was his testimony that the contract had been frustrated and hence not enforceable. Further, that he was informed by the wife about the Agreement with the 2nd Defendant. He further testified that the Sale Agreement with the Plaintiff was entered into by mistake as there was undue influence including misrepresentation. Further, that the Plaintiff took advantage of his feeble mind.
11. The Defendants produced the following documents as exhibits: Medical Report by Dr Muema dated September 1, 2014; A copy of passport; Agreement for Sale between Mutuku Ngei and Total Kenya Limited dated September 1, 2013; Copy of the letter by Ms/JN Kimeu & Company Advocates to Total Kenya Limited dated July 31, 2013; Copies of correspondences between M/S JN Kimeu & Company Advocates and M/s Muchemi & Company Advocates dated March 7, 2014, January 15, 2014, May 27, 2014, March 27, 2014; Letter from M/s Muchemi & Company Advocates dated October 1, 2013; A copy of the advertisement on the Standard Newspaper dated November 12, 2013; Copy of the cheque for the sum of Kenya Shillings Five Hundred and Forty Four Thousand (Kshs 544,000.00); Duly stamped circulation for the Change of User over Title Number Machakos Town Block 1/89; Copies of the Clearance and approval for the Change of User over Title Number Machakos Town Block 1/89; Copies of payments vouchers to Mutuku Ngei, Esther Ndulu Mutuku, and Willy Nzuki; Land Rates payment receipts for Title Number Machakos Town Block 1/89; Copy of the cheque for Kenya Shillings Sixty Thousand (Kshs 60,000.00) to M/s Eastern Kenya Auctioneers; Copies of other disbursements made on behalf of the Vendor; A copy of the letter calling for completion documents from the Vendor dated March 31, 2014 and Agreement for Sale dated August 13, 2014; Medical Report dated September 30, 2019.



Submissions

Plaintiff' submissions

12. The Plaintiff in his submissions laid emphasis on two affirmations that were confirmed by the Defendants during the hearing in open court that he paid the 3rd Defendant a deposit of Kshs 700,000, after which he signed and handed over the completion documents to him. Further, it was agreed that the balance of the purchase was to be paid upon transfer. He reiterated that he was ready to complete the transaction herein by paying the balance of the purchase price. He referred to the 1st Defendant's averments in open court that she would have had no problem with the transaction had the Plaintiff paid the full purchase price. He insisted that the Agreement for sale dated the August 13, 2014 was enforceable as he had satisfied the court that indeed there was a contract between himself and the 3rd Defendant; he fulfilled his part of the bargain and that the contract is not afflicted by any vitiating factors such as mistake, undue influence or misrepresentation hence it is enforceable. He further submitted that they were both aware of the legal implications of the transaction while previous Agreement had long lapsed since its completion time had expired without any action. The Plaintiff challenged the medical reports and contended that the same had been generated in September 2014, which is after the agreement was entered into. It was the Plaintiff's contention that clause 1 of the executed Sale Agreement was clear in that the balance of the purchase price would be paid upon completion, hence the allegation of misrepresentation is unfounded. Further, that he was entitled to specific performance on the part of the 3rd Defendant since he had fulfilled his part of the agreement. As regards the 3rd Defendant's Counter-claim, he opined that payment of the purchase price would suffice. To buttress his averments, he relied on the following decisions: [Joel Pheneas Nyaga & Another v Aloysius Nyaga Kanyua & Another](#) [2014] eKLR; [Nebrat Njeru Munyi v Nicholas Murithi Zakaria](#) [2012] eKLR; [Patrick Muchira v Patrick Kibaru](#) HCCC No 1113 of 1999 and [Singh Birdi & Marinder Singh Ghatora v Abubakar Madhubuti](#), Civil Appeal No 165 Of 1996.

Submissions by the 1st Defendant

13. In her submissions, the 1st Defendant insisted that the Agreement dated the August 13, 2014 was not enforceable since it lacked the basic elements of a contract. Further, that the 3rd Defendant lacked capacity to willingly enter into such an agreement due to his illness. She insisted that she did not give her consent for the sale of the matrimonial property as required under Section 93 of the [Land Registration Act](#) No 49 Of 2013 as read together with [Matrimonial Property Act](#) No 49 of 2013. She reiterated that the agreement was based on mistake including undue influence and hence was a nullity. She further emphasized that the Plaintiff had failed to prove his case for specific performance. She insisted that the court cannot extend the completion period in the Agreement dated August 13, 2014 as the parties are bound by the terms of the contract. She reiterated that the Plaintiff was not entitled to the orders as sought. To buttress her averments, she relied on the following decisions: [Garvey v Richards](#) [2011] JMCA; [Thrift Homes Ltd v Kenya Investment Ltd](#) Nairobi HCCA No 1512/1998; and [Margaret Njeri Muiruri vs Bank of Baroda Kenya Ltd](#), Nairobi CAA No 282 of 2004.

The 2nd Defendant's Submissions

14. It submitted that the Plaintiff was not a bona fide Purchaser for value without notice as he had not proved the elements in respect to the same. Further, that the Plaintiff had not conducted due diligence, had not paid valuable consideration nor had he acquired a valid legal title to qualify as a bona fide purchaser for value. On the issue of enforceability of the Sale Agreement between the Plaintiff and the 3rd Defendant, it insisted that the same was illegal since there was already another contract over the



same subject matter in place. It argued that the Agreement entered into on September 1, 2013 was still valid since the deposit had not been refunded, no notice of termination had been issued nor was the agreement rescinded. It reiterated that the sale to the Plaintiff could not be valid since the signature of the 1st Defendant was missing yet the suit property was matrimonial property. It further submitted that the 2nd Defendant would suffer prejudice should the Plaintiff's prayers for specific performance be granted since their interest on the suit property was the first in time. It invoked the equity maxim 'When two equities are equal, the first in time prevails.' It argued that should the remedy of specific performance be granted, then it should be on their agreement with the 1st and 3rd Defendants as it was first in time and not the Plaintiff's Agreement. To buttress its averments, it relied on the following decisions: *Mugo Muiru Investment Ltd v EWB & 2 Others* [2017] eKLR which cited in approval the decision in *Gissing v Gissing* [1970]; *Lawrence Mukiri v Attorney General & 4 Others* [2013] eKLR; *Samuel Kamere v Land Registrar* [2015] eKLR; *Reliable Electrical Engineers Ltd v Mantrac Kenya Ltd* [2006] eKLR.

The 3rd Defendant's Submissions

15. In his submissions, he reiterated the contents of his Statement of Defence and Counter-claim. He insisted that the agreement with the Plaintiff was entered into by mistake as he was mentally ill at the time of signing the same. Further, that he signed the said Agreement during the subsistence of another agreement over the same property. He argued that there was undue influence as he did not have his advocate or his agent. Further, on misrepresentation, he was of the view that the Plaintiff would pay the entire purchase price before registration of the transfer. He further submitted that his mental state rendered him incapable of understanding the implications of executing the sale agreement with the Plaintiff. Further, that the best remedy for the vitiated contract would be to set it aside but in the alternative, if the court should find that their contract with the Plaintiff is not void or voidable, then the Plaintiff should be ordered to pay the balance of the purchase price, being Kshs 16,200,000 within 30 days from the date of Judgment. To support his arguments, he relied on the case of *Huseni Dairy Limited v Southern Credit Banking Corporation Limited & Another* [2020] eKLR.

Analysis and Determination

16. Upon consideration of the Pleadings filed herein including the witness testimonies, exhibits and submissions, the following are the issues for determination: Whether the Sale Agreement dated the August 13, 2014 between the 3rd Defendant and the Plaintiff is enforceable. Whether this court can extend completion of the said agreement? Whether the Plaintiff is entitled to the orders as sought in the Plaint. Whether the 3rd Defendant is entitled to the orders sought in the Counter-claim.

I will deal with these issues jointly.

17. As to whether the Sale Agreement dated the August 13, 2014 between the 3rd Defendant and the Plaintiff is enforceable. I wish to make reference to the decision of Harris JA in *Garvey v Richards* {2011} JMCA 16 where he provided the legal tenets of a valid contract and held that:

“Generally, three basic rules underpin the formation of a contract, namely, an agreement, an intention to enter into contractual relationships and consideration. For a contract to be valid and enforceable an essential terms governing the relationship of the parties must be incorporated therein. The subject matter must be certain. There must be positive evidence that a contractual obligation, born out of an oral or written agreement is in existence.”

18. The Plaintiff produced the Sale Agreement dated the August 13, 2014 and insisted that the 3rd Defendant signed it without duress. The 3rd Defendant admitted that he signed the impugned



Agreement but insisted he lacked capacity to do so, due to his ill health. Both the Plaintiff and the 3rd Defendant confirmed that the Plaintiff paid a deposit of Kshs 700,000 to the 3rd Defendant's account. The Plaintiff sought for the extension of time to implement the said Agreement. The Defendants challenged the said agreement and contended that it was based on a mistake; one of the parties suffered undue influence; the 3rd Defendant lacked capacity to contract and the consent of the 1st Defendant was not obtained as required by law.

19. On the issue of mistake, the 3rd Defendant argued that he was informed by the 1st Defendant of existence of another contract dated September 1, 2013 touching on the same subject matter. The said Agreement was produced by the 2nd Defendant and was not disputed by any party. The Plaintiff however argued that the 2013 Agreement had already been vitiated by lapse of time since the same was not completed within the stipulated timelines. The 3rd Defendant further claimed not to have understood the implications of getting into the said contract. In the case of *Nebart Njeru Munyi v Nicholas Muriithi Zakaria* [2015] eKLR, it was held that:

“It is presumed that at the time of making a contract the parties are like-minded and that their bargain is motivated by commonality of purpose. However, if a mistake arises in the course of the contract, the court shall determine whether the mistake goes to the root of the agreement and whether it was a mistake of both parties. In the *General Principles of the Law of Contract* by K Laibuta, common mistake is described as follows:- ‘A mistake is said to be common where both parties operate under the same mistake which is fundamental and not merely collateral to the attainment of the main object of the contract.’

A mutual mistake is described in the same book of K. Laibuta as follows:-

‘Mistake is termed as mutual where parties misunderstand one another and are at cross-purposes. Purported acceptance of something different from what was actually offered is ineffectual and does not bind the parties in contract.’

20. From the facts before court, I opine that the 3rd Defendant having entered into an agreement to sell the suit property to the 2nd Defendant in 2013, it was a mistake and an illegality to attempt to sell the said property to the Plaintiff before the 2013 Agreement was rescinded. As per Clause 7, of the 2013 Agreement, it had a completion period of 90 days from September 1, 2013. This meant that the Agreement, unless otherwise extended, would automatically lapse by January 1, 2014. A cursory look at the evidence tendered by the 2nd Defendant, I note there were various correspondence exchanged between the respective Counsels for the 2nd and 3rd Defendants in respect to the completion of the 2013 Agreement, as late as March and May 2014. To my mind, this can be construed to indicate that there was continuance of the 2013 agreement as per the intention of the parties. It is my considered view that with the existence of the 2013 Agreement in which the 3rd Defendant received part of the purchase price which he had not refunded, he was estopped from selling the suit property to the Plaintiff until the 2013 Agreement was lawfully rescinded. From the Defence of the 3rd Defendant, he claims it is his wife who informed him of the existence of the agreement he had entered into with the 2nd Defendant. Based on these facts, it is not ascertainable whether the Plaintiff had any idea of the 2013 agreement prior to executing the 2014 one and if the 3rd Defendant committed a mistake in entering into the said agreement with him.
21. When faced with a matter where it was not possible to determine a mistake in respect to a contract, the Court of Appeal in *Gami Properties Limited v National Social Security Fund Board of Trustees* &



Chief Land Registrar [2021] eKLR affirmed the English decision in Moynes vs. Cooper [1956] 1 All ER. 450, where it was held that;

“A contract will be set aside if the mistake of the one party has been induced by a material misrepresentation of the other, even though it was not fraudulent or fundamental, or if one party knowing that the other is mistaken about the terms of an offer, or the identity of the person by whom it is made, lets him remain under his delusion and conclude a contract on the mistaken terms instead of pointing out the mistake; that a contract is also liable to be set aside in equity if the parties were under common misapprehension either as to facts or as to their relative and respective rights, provided that the misapprehension was fundamental and that the party seeking to set it aside was not himself at fault.” Emphasis mine.

22. In the circumstance, I find that it is likely that the parties entered into the Agreement of 2014 based on a mistake on the existence of another contract which goes into the substance of the 2014 Agreement as the subject matter was partly already paid for by the 2nd Defendant. On the issue of undue influence, the 3rd Defendant argued that he did not have an advocate nor his agent to represent him during the making of the agreement.

“Undue influence” is described in Black’s Law Dictionary as:

“Persuasion, pressure or influence, short of actual force, but stronger than mere advice, that so overpowers the dominated party’s free will or judgment that he or she cannot act intelligently and voluntarily, but acts, instead, subject to the will or purposes of the dominating party.”

23. The legal concept on duress has been defined by Halsburys Laws of England 4th Edition Volume 9 as:

“The compulsion under which a person acts through fear of personal suffering. Whereas undue influence has been defined as the conscientious use by one person of power possessed by him over another to induce the other to enter into a contract.”

24. See also the decision of LTI Kisii Safari Inns Ltd & 2 others v Deutsche Investitions-Und Entwicklungsgesellschaft (‘Deg’) & others [2011] eKLR.

25. From the evidence on record, I note as per Clause 4 of the impugned Sale Agreement, it reveals that Messrs Kulecho and Company Advocates acted for both the Vendor and the Purchaser. There is however no evidence tendered to demonstrate that the 3rd Defendant was coerced nor hesitated to enter into the Sale Agreement of 2014 as he had been accompanied by one Mr Mbindyo who however was never called as a witness in this matter. This court is hence not able to find any elements of undue influence or lack of independent advice on either party.

26. As to whether the 3rd Defendant had capacity to enter into a legally binding Agreement, I note both the 1st and 3rd Defendants averred that he suffered a stroke in 1985 which affected his speech and memory. This was confirmed by DW3, the doctor who explained that he examined the 3rd Defendant and noted that he suffered a stroke which affected his memory. Further, that the 3rd Defendant has issues of understanding and executing as well as writing including naming.

27. It is trite that mental sickness which affects the sound reasoning of an adult is serious enough to render a contract void. It is not in dispute that the 3rd Defendant is over 85 years of age



and this court further observed that he had diminished speech and could not express himself properly. Therefore, in the absence of any evidence to the contrary, this court is compelled to find that the 3rd Defendant indeed lacked capacity to enter into any legally binding Agreement. It further emerged in evidence that the 1st Defendant was out of the country at the point the Plaintiff and the 3rd Defendant executed the Sale Agreement in 2014 and hence she did not grant her spousal consent to enable him do so. I find that this further renders the purported sale of the suit property a nullity as it is contrary to the provisions of the Land Registration Act as read together with the Matrimonial Property Act.

28. It is against the foregoing that I find the Agreement entered into on August 13, 2014 between the Plaintiff and 3rd Defendant void *ab initio*.
29. In the circumstance, I find that the Plaintiff's prayer for specific performance cannot be granted since there was no valid contract. The Plaintiff has sought for extension of time to complete the transaction herein, but it is trite that a court cannot rewrite a contract between the parties and will decline the order as sought. The Plaintiff claimed to be a bona fide purchaser for value but never produced a Certificate of title nor finished paying the purchase price and consequently, this court finds that he cannot be deemed to be one as he did not acquire any title to the suit property.
30. As to whether the 3rd Defendant is entitled to the orders sought in the counterclaim, I note he failed to tender evidence to prove mistake and undue influence. However, the 2013 Agreement having been held to be a nullity, his prayers for restitution can now be allowed.
31. On who should bear the costs of this suit, insofar as costs follow the event, however, I note that the Plaintiff filed this suit seeking to protect his rights over the suit property which he believed he properly acquired and in that regard I will direct each party to bear its own costs.
32. It is against the foregoing that I find the Plaintiff has not proved his case on a balance of probability and will proceed to dismiss it. I will make the following final order:
 - a) The Sale Agreement dated August 13, 2014 between the Plaintiff and the 3rd Defendant be and is hereby set aside.
 - b) The 3rd Defendant be and is hereby ordered to return the deposit of Kshs 700,000 paid to him by the Plaintiff with interest at court rates from the date of payment, within thirty (30) days from the date hereof.
 - c) The Plaintiff be and is hereby ordered to return all the completion documents as handed to him within twenty one (21) days of receiving the refund of his deposit.
 - d) Each party to bear its own costs.

DATED, SIGNED AND DELIVERED VIRTUALLY AT MACHAKOS THIS 27TH DAY OF JULY, 2022

CHRISTINE OCHIENG

JUDGE

