



**Kamunge & another v Registered Trustees Africa Gospel Church & another;
National Land Commission (Interested Party) (Environment & Land Case
252 of 2018) [2022] KEELC 4753 (KLR) (30 August 2022) (Judgment)**

Neutral citation: [2022] KEELC 4753 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE 252 OF 2018
EK WABWOTO, J
AUGUST 30, 2022**

BETWEEN

VICTOR MUNGAI KAMUNGE 1ST PLAINTIFF

CONTINENTAL DEVELOPERS LTD 2ND PLAINTIFF

AND

REGISTERED TRUSTEES AFRICA GOSPEL CHURCH 1ST DEFENDANT

LAND REGISTRAR, NAIROBI 2ND DEFENDANT

AND

NATIONAL LAND COMMISSION INTERESTED PARTY

JUDGMENT

1. Through a Plaint dated May 30, 2018, the Plaintiffs sought for Judgement against the Defendants as follows: -
 - a) An order of permanent injunction to restrain the 1st Defendant, its servants, agents, members or any other persons whether claiming or acting on the 1 Defendant's behalf from dispossessing, entering, remaining therein, occupying, alienating, transferring, leasing, charging, developing, depositing construction material, remaining on or in any other way interfering with the plot Nairobi Block 82/5398 previously known as Nairobi/Block 82/3476 and Nairobi/ Block 82/3477.
 - b) A declaration that the property Nairobi/Block 82/3476 is public utility Plot reserved as a green area and a playground for children.



- c) An order that Plot Nairobi/Block 82/3477 is a private land owned by the 2nd Plaintiff hence to be so registered by the 2nd Defendant by issuance of a lease and be transferred to the 1st Plaintiff.
 - d) A declaration that the 1st Defendant has no valid proprietary interest, claim or right over the properties Nairobi Block 82/3476 and Nairobi Block 82/3477 and amalgamated into Nairobi Block 82/5893.
 - e) An order directed at the 2nd Defendant for cancellation of the title over Nairobi Block 82/5893 held by the 1st Defendant.
 - f) An order directed at the Interested Party to recover the public utility plot.
2. Upon being served with the Plaint and summoning the 1st Defendant herein duly entered appearance and filed statement of defence dated November 13, 2018.
 3. The second Defendant equally filed a statement of defence dated May 8, 2019.
 4. From the court's record, the Interested Party never filed any pleadings in response to the Plaintiffs claim neither did it participate in the proceedings herein despite being severally served and notified of the same.

Plaintiffs' Case.

5. It was pleaded that the 2nd Plaintiff subdivided the land Nairobi/Block 82 into numerous plots which included Nairobi/Block 82/3477 and Nairobi/Block 82/3476. Upon the said subdivision, Plot 3476 was set aside as a public utility Plot reserved as a green area and playground for children residing within the New Donholm Residential Estate while plot 3477 was maintained as a private land and sold by the 2nd Plaintiffs to the 1st Plaintiff which was purchased for a consideration of Ksh 1,150,000/=.
6. It was also averred that without the knowledge of the Plaintiffs, the 1st Defendant fraudulently appropriated and grabbed both plots Nairobi/Block 82/3476 and Nairobi/Block 82/3477 which were illegally amalgamated in collusion with the 2nd Defendant into one plot Nairobi/Block 82/5893 so as to conceal the identify and history of the said properties.
7. It was further averred that the 2nd Plaintiff did not sell plot 3477 belonging to the 1st Plaintiff to the 1st Defendant since plot No 3477 was already private property which could not be allocated by any Authority to the 1st Defendant having been already sold to the 2nd Plaintiff who is the owner and lessee from the Government to the 1st Plaintiff.
8. The Plaintiffs also added that the National Land Commission in trying to resolve the dispute, held that the title for the amalgamated plot Nairobi /Block 82 /5893 was illegally obtained because the initial plot Nairobi/Block 82 /3476 was a public utility plot for use as children play ground and Nairobi/Block 3477 belonged to the 1st Plaintiff. According to the Plaintiffs, the National Land Commission also held that the title for Nairobi/ Block 82 /5893 be restricted to preserve its status pending any commencement of legal actions in recovery of the same.
9. During the hearing of the suit, two witnesses testified on behalf of the Plaintiffs. Victor Mungai Kamunge testified as PW1 while Bernard Kingori testified as PW2. The 1st Plaintiff Victor Mungai Kamunge adopted his witness statement dated May 30, 2018 and the bundle of documents that were filed. It was his testimony that he bought the suit property in 1990 and finalized paying the purchase price in 1992. The property was purchased from the 2nd Defendant.



10. It was also his further testimony that he later discovered that the property had been taken by some people while he was away. He later made a complaint to the National Land Commission who investigated and made a finding after hearing the parties that Plot No 3477 belonged to him while plot No 3476 was reserved for public use.
11. PW1 also stated that when he did a search, he was surprised to find the property registered in the names of the 1st Defendant and also upon checking from City Hall, it had arrears of about Kshs 70,000,000/=.
12. It was his testimony that Plot No 3477 and plot No. 3476 had been amalgamated into one plot No 5893 when in actual sense the two initial plots had not been surrendered.
13. On Cross-Examination by Counsel for the 1st Defendant Mr Chelule, he conceded that he never executed any sale agreement with the 2nd Plaintiff and that he found out that the plot had been acquired by the 1st Defendant in 2012.
14. On Cross-Examination by Counsel for 2nd Defendant Ms Mwalozi, he stated that he did not have any documentation from the 2nd Defendant and that he had also not done any search before purchasing the property from the 2nd Plaintiff. He also stated that he discovered that the property had been acquired by the 1st Defendant in the year 2012.
15. Upon re-examination by his counsel, he stated that the amalgamation of the two plots was done in the year 1995 and its title issued later.
16. Bernard Kingori, a Director of the 2nd Plaintiff company testified as PW2. He equally adopted and relied on his witness statement dated May 30, 2018. He stated that the property that was sold to the 1st Plaintiff emanated from Nairobi/Block 82/2709 which had the mother title. At the time of selling to the 1st Plaintiff, there were no plot numbers or titles to the subdivided plot and though there were only beacons.
17. PW2 also stated that the 1st Plaintiff purchased the property between 1990 and 1992 and paid a purchase price of Kshs 1,150,000/= which he confirmed was received by the 2nd Plaintiff. It was his testimony that the 2nd Plaintiff never did the amalgamation nor was there any surrender of the original titles made. He further stated that the process of the amalgamation had been fraudulently done, since one plot had been set aside for nursery school and children playground and the other plot was a private property now owned by the 1st Plaintiff.
18. During cross-examination by Counsel for the 1st Defendant he stated that he was not aware when the applications for subdivisions were made and he was not aware when the open space was surrendered. He also confirmed that he still had the mother title of the entire block. He also reiterated that there was no sale agreement between the 2nd plaintiff and 1st Plaintiff but payment for the purchase price had indeed been done and there was no contestation as to the said payment.

The 1st Defendant's Case.

19. The 1st Defendant filed a statement of defence dated November 13, 2018 and a list and bundle of bundle of documents dated the same day. It was the 1st Defendant case that sometimes in the year 1995, they approached the Director of the 2nd Plaintiff one Mr Goldenberg with a view of purchasing the property for the purposes of setting up a church and a nursery school. The said Director informed them that he had set aside two properties being Nairobi/Block 82/3476 and Nairobi/Block 82/3477 for the purposes of setting up a school and that he had also surrendered the said properties to city council of Nairobi to allocate the same to a party with the qualifications to run a school.



20. The 1st Defendant contended that the said Director then assisted them to apply to the Nairobi City Council for allocation of the property to them for the purposes of setting up a nursery school on the property. The City Council then made an allotment of the two properties through the Commissioner of Lands to the 1st Defendant for development of the nursery school.
21. It was also the 1st Defendant's case that upon being allocated the said property they went ahead to amalgamate the two properties for the purposes of setting up a nursery school and applied to extend the user to include Religious activities.
22. The 1st Defendant further contended that property Nairobi / Block 82 /3477 could not have been available for sale to the 1st Plaintiff as the same had been surrendered to the Nairobi City Council for allotment for the purposes of setting up a nursery school.
23. The 1st Defendants Case proceeded for hearing on March 17, 2022 and two witnesses testified on their behalf Habib Otieno Asonga as DW1 and Joel Kipkemoi Kosgei as DW2.
24. Habib Otieno Asonga testifying as DW1 stated that the letter of allotment was made to Good Shepherd Gospel Church which was the mother church and it would undertake transaction on behalf of the church. He further stated that the purchase price for the property was paid on August 30, 1995 and they received a lease under the name of Registered Trustees Africa Gospel Church on July 16, 1996. The certificate of lease was in respect to Nairobi /Block 82/5893. The church did establish a nursery school pursuant to an approval issued on December 22, 1999.
25. On the proceedings before the National Land Commission he stated that the 1st Defendant did not attend but there was no final resolution.
26. When put to Cross-Examination by Counsel for the Plaintiff Mr Kimondo Advocate, he stated that the 2nd plaintiff was the initial owner of the property. He also stated that he never saw any documentation on the surrender of the previous titles and he was not sure if the church was involved in the process of the amalgamation of the two properties. He also stated that the mother title had been charged to a bank and was not sure whether discharge had been done.
27. On cross-examination by Ms Ndundu Advocate for the 2nd Defendant he stated that he had documentation showing the nexus between Good Shepherd Church and the 1st Defendant. He also reiterated that the letter of allotment had been made to Good Shephard Africa Gospel Church though he did not have that letter of allotment neither did he have documentation showing the amalgamation.
28. On re-examination by his counsel Mr. Chelule he reiterated that Good shepherd is a branch of their church. He also stated that the documentation was handled by the former trustees of the church.
29. Joel Kipkemoi Kosgei, testified as DW2. He relied on his witness statement dated March 1, 2022. He stated that he was present when the church applied to be allocated the land. They initially approached Mr. Goldenberg who informed them that the land had been set aside for public utility but had been surrendered to the Government and if they required it, they had to follow up with the Government.
30. During cross examination by Mr. Kimondo Counsel for the Plaintiff, he said that he did not know that there were titles for the two plots and that he did not know whether the church had applied for amalgamation of the two plots.
31. On further cross-examination by counsel for the 2nd Defendant he stated that he did not have any documentation to confirm payment was made after the allotment.



32. On cross-examination by his Counsel, he stated that the property was surrendered to the Government and the process for acquisition of the same was done between 1996 - 1998.

The Case For The 2nd Defendant.

33. The 2nd Defendant filed a statement of defence dated May 8, 2019 in which they denied the contents of the Plaintiff's case save for admitting that they were aware of the reversion of the plot as a public utility plot pursuant to the letter from the Interested Party dated July 31, 2017.
34. During the hearing of the case, the 2nd Defendant closed their case without calling any witness to testify on their behalf.

The case for the Interested Party.

35. The Interested Party National Land Commission never filed any pleadings nor participated in the proceedings herein despite being served and notified on the same.

Court's Directions.

36. Upon conclusion of the hearing of this case, the court directed parties to file and exchange written submissions. Save for the Interested Party, all the parties complied and filed their respective written submissions which the court has duly considered.

Issues for Determination

37. From the pleadings, the evidence adduced and written submissions filed, the court is at the opinion that the following issues arise for determination.
- i. Whether the plaintiffs' suit is time barred.
 - ii. -Whether the Plaintiffs have proved the particulars of fraud.
 - iii. -Whether the plaintiffs are entitled to the remedies sought.
 - iv. -Who should bear the costs of the suit.

Issue No. 1

Whether the Plaintiffs suit is time barred.

38. On the first issue, the 1st Defendant submitted that the suit is time barred pursuant to the Sections 26 of the *Limitation of Actions Act* Cap 22 of the Laws of Kenya. Counsel for the 1st Defendant also submitted that in the evidence adduced by the 1st Plaintiff, he testified that he realized that the 1st Defendant had taken possession of the property in 1996 but did not take any action to recover the same until 13th December 2018 when they filed the suit. According to Counsel for the 1st Defendant, the suit was filed after 28 years when the purported sale of the property was made and 22 years after they found out that the 1st Defendant had taken possession at the same and 18 years after the letter dated 31st July 2000 complaining of an alleged illegality and fraud over the 1st Defendant title to the property. Reliance was made to the cases of *Bosire Ongeno Vs Royal Media Services* (2015) eKLR, *Monica Hardware Limited Vs Diamond Trust Bank* (2017) eKLR and *Mtana Lewa Kahindi Ngala Mwangandi* (2015) eKLR.
39. Section 7 of the *Limitation of Actions Act* Cap 22 of the Laws of Kenya provides that an action may not be brought by any person to recover land after the end of twelve years from the date on which the right



of action accrued to him if it first accrued to some person through whom he claims against that person. However, where fraud is pleaded, time does not start to run until when such fraud was discovered as is stated under Section 26 of the *Limitation of Actions Act*.

Section 26 of the *Limitation of Actions Act* provides as follows:-

“Where, in the case of an action for which a period of limitation is prescribed, either—

- a) the action is based upon the fraud of the defendant or his agent, or of any person through whom he claims or his agent; or
- b) the right of action is concealed by the fraud of any such person as aforesaid; or
- c) the action is for relief from the consequences of a mistake, the period of limitation does not begin to run until the plaintiff has discovered the fraud or the mistake or could with reasonable diligence have discovered it.”

40. Going by the above provision, it is trite law that in circumstances where fraud is pleaded, time does not start to run until when such fraud was discovered. In the case of *Justus Tureti Obara Vs Peter Kopeitai* [2014] eKLR the Court held:-

“I am in agreement with the Plaintiff’s submission that the Plaintiff’s claim is for the recovery of the suit property from the defendant and as such the limitation period for such a claim is 12 years as provided for in Section 7 of the *Limitation of Actions Act*, Cap. 22, Laws of Kenya. I would wish to point out further that the Plaintiff’s case although for recovery of land is based on fraud. The proviso to section 26 (a) of the *Limitation of Actions Act*, Cap. 22, Laws of Kenya provides that where an action is based on the fraud of the defendant or his agent, the period of limitation does not begin to run until the Plaintiff has discovered the fraud or could with reasonable diligence have discovered it”.

41. In the instant case, the Plaintiffs in paragraph 17 of their *Plaint* pleaded particulars of fraud against the 1st and 2nd Defendant. However, they did not specifically plead when exactly they discovered the particulars of fraud, leaving the same to be adduced during trial of the suit. In the evidence that was tendered during trial, PW1 in cross examination by counsel for the 1st Defendant and counsel for the 2nd Defendant was emphatic that he found out in the year 2012 that the land had been transferred to the 1st Defendant and the suit was filed in the year 2018.
42. In view of the foregoing, considering the fact that the plaintiffs had not referred to any specific time line when they pleaded fraud and further considering the evidence adduced in cross examination that PW1 found out that the property had been transferred to the 1st Defendant in the year 2012, the court is of the position that time had not run out when Plaintiffs filed this suit in 2018. The twelve years stipulated period had not lapsed. In view of the foregoing, the contention by the 1st Defendant that the suit was filed out of time falls flat on its face.

Issue Number 2.

Whether the Plaintiffs have proved the particulars of fraud

43. The Plaintiffs pleaded and particularized fraud against the 1st and 2nd Defendants which was outlined in their *Plaint* dated 30th May 2018.
44. A party alleging fraud must specifically plead the particulars of fraud and specifically lead evidence to prove the allegations of fraud. There are steps that must be taken to prove fraud. In the case of



Vijay Morjaria Vs Nansign Madhusihn Darbar & Another (2000) eKLR, the court of Appeal stated as follows”-

“It is well established that fraud must be specifically pleaded and that particulars of the fraud alleged must be stated on the face of the pleading. The acts alleged to be fraudulent must of course be set out, and then it should be stated that these acts were done fraudulently. It is also settled law that fraudulent conduct must be distinctly alleged and as distinctly proved, and it is not allowable to leave fraud to be inferred from the facts”.

The same procedure goes for allegations of misrepresentation and illegally as outlined under Order 2 rule 4 of the Civil Procedure Rules. As regards the standard of proof, the court of Appeal in the case of Kinyanjui Kamau Vs George Kamau (2015) eKLR expressed itself as follows:-

“It is trite law that any allegations of fraud must be pleaded and strictly proved. (*See Ndolo Vs Ndolo (2008) 2 KLR (G & F) 742* wherein the court stated that:-

“...We start by saying that it was the respondent who was alleging that the will was a forgery and the burden to prove that allegation lay squarely on him. Since the respondent was making a serious charge of forgery or fraud, the standard of proof required of him was obviously higher than that required in ordinary civil cases, namely proof upon a balance of probabilities; but the burden of proof on the respondent was certainly not one beyond a reasonable doubt as in criminal cases...”

“In cases where fraud is alleged, it is not enough to simply infer fraud from the facts”.

45. In the instant case, the Plaintiffs in their submissions dated May 30, 2022 submitted that since the 2nd Defendant had supported the recommendation that the public utility plot Nairobi/Block 82 /3476 be reverted to its reserved use, they did not wish to pursue the allegations of fraud against the 2nd Defendant leaving them to only pursue the allegations of fraud as against the 1st Defendant.
46. Habib Otieno’s evidence indicated that the two plots 3476 and 3477 had been amalgamated into one plot Nairobi/Block 82/5893 without the consent of the 2nd plaintiff and that it was also established that the 2nd Plaintiff never sold the said property to the 1st Defendant.
47. Bernard Kingori Thiga also testified that they had never sold the said plot to the 1st Defendant and that plot No. 3477 was a public utility plot reserved as a green area ground for children and a nursery school and would remain as such. It was also his testimony that plot 3477 was therefore a private plot which was sold to the 1st Plaintiff for a consideration of Kshs.1,115,000 in 1990 and which they acknowledged receiving its purchase price.
48. Habib Otieno in his evidence stated that they were allocated the property and an allotment letter was issued to Good Shepherd Africa Gospel Church which was the mother church, subsequent of which an amalgamation of the two plots was done.
49. Joel Kipkemoi Kosgei who testified as DW2 stated that he had a history of how the church acquired the property and that they initially approached Mr. Goldenberg who was a Director of the 2nd Plaintiff and he informed them that he had surrendered the land that had been set aside as public utility plot and he requested them to follow up with the Government.
50. In the instant case, it is not disputed that property number Nairobi / Block 82 /3476 and 3477 were initially subdivided from Nairobi /Block 82 which was initially owned by the 2nd Plaintiff. It is also



evident that Plot No. 3477 had been exclusively set aside for public use whether as children play area or nursery school.

51. From the testimony that was adduced, the 1st Defendant were unable to demonstrate how they amalgamated the two plots 3476 and 3477 into plot 82 /5893. Land amalgamated entails the combination of two or more adjoining pieces of land, existing under separate titles but in the name of the same proprietors. The end result of amalgamation is that the separate titles are collapsed into a single title in the name of the same proprietor. Amalgamation process involves the drawing of an amalgamation scheme showing the pieces of land to be combined. The schemes are presented for approval. Once approved by the relevant authorities, titles of the pieces of land proposed for amalgamation are surrendered to the land's registry for cancellation, noting in the register and registration of the amalgamated title.
52. In the instant case, the 1st Defendant presented evidence of alleged ownership of the amalgamated plot Nairobi/Block 82/5893 however there was no evidence of the amalgamation process and neither was there evidence of such amalgamation. The court notes that during the cross examination of DW1, he conceded that he never saw any documents for the amalgamation process and he also stated that he was in doubt as to whether the church was involved in the amalgamation process.
53. In the case of *Daudi Kiptugen v Commissioner of Lands & 4 Others* [2015] eKLR the court stated that: -

“...the acquisition of title cannot be construed only in the end result; the process of acquisition is material. It follows that if a document of title was not acquired through a proper process, the title itself cannot be a good title. If this were not the position then all one would need to do is to manufacture a Lease or a Certificate of title at a backyard or the corner of a dingy street, and by virtue thereof, claim to be the rightful proprietor of the land indicated therein.”
54. Being guided by the above authority, the 1st Defendant has failed to demonstrate how they acquired the amalgamated title and in view of the foregoing it is the finding of this court that the Plaintiffs have proved the particulars of fraud as pleaded in their plaint as against the 1st Defendant.

Issue No. 3

Whether the Plaintiffs are entitled to the remedies sought.

55. From the evidence adduced herein and the documents produced in this case, it is clear that the title by the 1st Defendant was obtained illegally and un-procedurally. The position in law is that once land has been allocated to an individual or an entity that land is no longer available for alienation to another party. What happened was actually an illegal allocation of private property. In the case of *Benja Properties Limited Vs H H Syena Mohammed Burhannudin Sahed & 4 Others* (2015) eKLR, the Court of Appeal had this to say: -

“in this case, there is no un-alienated government land to be allotted. what we have is a purported allotment of private property land that is neither government land nor un-alienated government land”.
56. The suit property's history is that it had been in private ownership since 1990. It ceased being government land and was therefore not available for allocation to the 1st Defendant. There is sufficient evidence that was adduced of unbroken chain of private ownership since 1990.



57. The Plaintiffs sought for various remedies demonstrating how they are desperate to have their property back. No court in this land will allow a person to keep an advantage which he has obtained illegally and un-procedurally. In view of the foregoing, it is the finding of this court that the Plaintiffs having proved their case to the required standard, they are entitled to the orders sought.
58. On the issue of general damages for trespass, the plaintiffs did not indicate any amount to guide the court in assessing general damages for trespass. The court would have expected the Plaintiffs to do so in their submissions but none was provided. That notwithstanding this court is still obligated to consider the same. In the case of *Nakuru Industries Limited v S. S. Mehta & Sons* [2016] eKLR where the court faced such a similar situation, it was held as follows:

“A similar situation pertains in the present case. The exact value of the land before and after the trespass is not proved. However, I have found the defendants did trespass onto the plaintiff’s land and conduct some excavation. For this reason I award the defendant damages in the amount of Ksh 500,000/= (five hundred thousand only) plus interest and costs of this suit from the date of this judgment until payment in full.”

Similarly, in the case of *John Chuma Nganga vs Attorney General and Another* [2019] eKLR, the court held as follows: -

“In terms of prayer No.(d), the Court awards the Plaintiff General and Exemplary Damages for trespass and conversion of property and nuisance to the tune of Kshs.1,000,000/=”

59. Taking into consideration and noting the duration of the trespass, the court is inclined to award a figure being a nominal award of general damages for trespass. As stated earlier, the Plaintiffs did not provide the value within which the court is to work with. Being guided by the above similar authorities, I will proceed to award a figure of Kshs.1,000,000/= being nominal damages for trespass considering the length of time that the trespass has occurred.

Issue No.4.

Who should bear the costs of the suit.

60. On the issue of costs, although the same is a discretion of the court, the general rule is that costs follow the event in accordance with the provision to Section 27 of the *Civil Procedure Act* (Cap 21). A successful party should ordinarily be awarded costs of an action unless the court for good reason directs otherwise. I find no reason to hold otherwise. The Plaintiffs who are successful parties to the suit shall be entitled to costs within which shall be paid by the 1st Defendant.

Final orders

61. In conclusion, I find that the Plaintiffs have proved their case on a balance of probabilities. I enter judgement in favour of the Plaintiffs against the Defendants in the following terms.
- a. A declaration that the 1st Defendant has no valid proprietary interest, claim or right over the properties Nairobi Block 82/3476 and Nairobi Block 82/3477 and amalgamated into Nairobi Block 82/5893.
 - b. An order directed at the 2nd Defendant for cancellation of the title over Nairobi Block 82/5893 held by the 1st Defendant.



- c. That upon cancellation of the title Nairobi Block 82/5893, the initial plot Nairobi Block 82/3476 being a public utility plot be reserved as such and be leased as a nursery school and children play ground while plot Nairobi/Block 82/3477 be transferred to the 1st Plaintiff.
- d. A permanent injunction is hereby issued restraining the 1st Defendant, whether by its members, remaining therein, occupying, alienating, transferring, leasing, charging, developing, depositing construction material, remaining on or in any other way interfering with the plot Nairobi Block 82/5398 previously known as Nairobi/Block 82/3476 and Nairobi/ Block 82/3477.
- e. Should the 1st Defendant fail to voluntarily comply with order (d) above, within 90 days from today, an eviction order shall issue and the same shall be executed in compliance with the due process of the applicable laws.
- f. The Plaintiffs shall have the costs of the suit which shall be paid by the 1st Defendant.

Judgement accordingly.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 30TH DAY OF AUGUST 2022.

E.K.WABWOTO

JUDGE

In the virtual presence of: -

Mr. Kimondo for the Plaintiffs.

Mr. Chelule for the 1st Defendant.

Ms. Fatma Ali holding brief for Mr. Nyaga for the 2nd Defendant.

N/A for the Interested Party.

Court Assistant; Caroline Nafuna.

E.K. WABWOTO

JUDGE

