



**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA AT NAIROBI**  
**ELC. 349 OF 2007 (O.S)**

**DAVID CURURU WANGUNYU .....PLAINTIFF**  
**V E R S U S**

**SERAH NJAMBI KAHAHU .....1<sup>ST</sup> DEFENDANT**  
**MARY NYAMBURA KAHAHU .....2<sup>ND</sup> DEFENDANT**

**J U D G M E N T**

The Defendants were served with the originating summons but did not respond. The evidence of the Plaintiff as contained in the supporting affidavit was therefore not controverted.

On 24<sup>th</sup> July, 1996 the 1<sup>st</sup> Defendant agreed to sell to the Plaintiff two plots known as L.R. No. 13460/41 and L.R. No. 13460/42 at KShs. 1,900,000/=. "DCW 1" was the annexed sale agreement. KShs. 200,000/= was to be paid by 31<sup>st</sup> July 1996, KShs. 70,000/= to be paid every month and thereafter a sum of not less than KShs. 1,000,000/= to be paid by 31<sup>st</sup> July, 1997. The balance was to be paid within 12 months from 31<sup>st</sup> July, 1997. The completion date was 24<sup>th</sup> July, 1998. The Plaintiff paid the last instalment of KShs.950,000/= vide cheque on 20<sup>th</sup> July, 1998. "DWC 3". The payments were being made through the 2<sup>nd</sup> Defendant to whom the 1<sup>st</sup> Defendant had donated a power of attorney ("DCW 2"). Since then the 1<sup>st</sup> Defendant has not transferred the suit properties to the Plaintiff, hence the suit. The Plaintiff has been paying land rent to the Commissioner of Lands and rates to the City Council of Nairobi.

On the evidence judgment is entered for the Plaintiff against the Defendants. An order for specific performance is issued against the Defendants to execute the transfers of L.R. 13460/41 and 13460/42 to the Plaintiff within 30 days, failing which the Deputy Registrar shall execute such transfers. Costs shall be borne by the Defendants.

**DATED, SIGNED AND DELIVERED AT NAIROBI**  
**THIS 8<sup>TH</sup> DAY OF NOVEMBER 2010**

**A. O. MUCHELULE**  
**J U D G E**