



REPUBLIC OF KENYA



KENYA LAW
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Mahihu v Doris Nyambura Mwangi alias Doris Nyambura J.M. Kariuki (Environment & Land Case E083 of 2021) [2022] KEELC 13740 (KLR) (23 September 2022) (Judgment)

Neutral citation: [2022] KEELC 13740 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE E083 OF 2021
JO MBOYA, J
SEPTEMBER 23, 2022**

BETWEEN

TESHA NJOKI MAIHU PLAINTIFF

AND

**DORIS NYAMBURA MWANGI ALIAS DORIS NYAMBURA J.M.
KARIUKI DEFENDANT**

JUDGMENT

1. Vide the Complaint dated the March 2, 2021, the Plaintiff has sought for the following Reliefs ;
 - a. An order of Permanent Injunction restraining the Defendant whether by herself, her servants, workmen, agents or otherwise howsoever from selling, dealing, interfering, alienating or disposing or in any way interfering with the Plaintiff's Quiet possession of the Property known as House Number 9, Northbrook Gardens developed on Land Reference No 330/234 situate on Hatheru Road, Lavington in Nairobi.
 - b. A Declaration that the Suit Property, namely, Land Reference No 330/234 situate on Hatheru Road, Lavington in Nairobi, lawfully belongs to the Plaintiff.
 - c. An order compelling the Defendant to furnish the Plaintiff with a certified copy of the deceased death certificate within 7 days of the delivery of the Judgment failure to which an order be issued by the Honourable Deputy Registrar to the Registrar of Title, Nairobi Lands office, to immediately transmit the suit Property to the Plaintiff by deleting the name of Antony Muchiri Kariuki.



- d. An order that the Defendant do refund the Plaintiff the sum total paid by the Plaintiff of Kshs 52, 646.98/= Only, per month from the February 3, 2021 until final determination of the suit.
 - e. An award of General Damages against the Defendant for Wrongful entry and trespass onto the suit property.
 - f. An award of Exemplary/Punitive Damages for harassment, threats, intimidation, mental torture and distress caused to the Plaintiff.
 - g. Cost of the suit.
 - h. An award of Interests for prayer (a) to (e) above at court rates.
 - i. Any other order that this Honorable court may deem fit to grant.
2. Upon being served with the court process herein, the Defendant duly entered appearance on the April 6, 2021 and thereafter filed a statement of defense and counterclaim dated the June 28, 2021.
 3. For convenience, the Counterclaim by the Defendant sought for the following reliefs;
 - i. Declaration that the Joint Tenancy was terminated by the conduct of the Parties.
 - ii. Costs of the suit.
 - iii. Interests on (ii) above until payment on same in full.
 - iv. Any other order that the Honourable Court may deem fit and just under the circumstances.
 4. Suffice it to point out that upon being served with the statement of defense and counterclaim, the Plaintiff responded to same by filing a Reply to Defense and Defense to Counterclaim wherein same denied the allegations contained at the foot of the counterclaim.

Evidence By The Parties:

a. **Plaintiff's case**

5. The Plaintiff herein testified as PW1 and same stated that she (Plaintiff) and one Antony Muchiri Kariuki, now deceased were lawfully married and were thus husband and wife respectively. For clarity, the witness added that the marriage between same and Antony Muchiri Kariuki was solemnized on the December 11, 2005.
6. Further, it was the testimony of the witness that during the subsistence of the marriage, the deceased and herself, bought, purchased and acquired LR No 330/234, situated on Hatheru Road, Lavington Naoribi.
7. Other than the foregoing, the witness added that upon the purchase and/or acquisition of the named property, same was transferred and registered in the names of Antony Muchiri Kariuki, now Deceased and herself as Joint tenants.
8. Besides, the witness testified that having acquired the suit property, the Deceased and herself resided therein and treated the suit property as their Matrimonial home.



9. Nevertheless, the witness added that Antony Muchiri Kariuki, passed on the November 1, 2020 and that shortly, after the deceased had passed on, the Defendant herein commenced to lay a claim to the suit property and was contending that same was entitled to a portion of the suit property.
10. In any event, the witness added that the Defendant herein thereafter gained wrongful entry into the suit property and started to intimidate herself, with the sole aim of kicking out the witness from the suit property.
11. As a result of the actions and/or activities by the Defendant, the witness added that same was constrained to and indeed reported the trespass by the Defendant to Muthaiga Police Station vide OB No 26/30/01/202.
12. Notwithstanding the foregoing, the witness added that the Defendant herein continued with her offensive activities and owing to the persistence by the Defendant, the witness was compelled to engage a security firm for purposes of provision of additional guards to protect herself and the suit property from the offensive activities of Defendant.
13. On the other hand, the witness added that even though she obtained additional security guards, the Defendant herein maintained her claims to a portion of the suit property and hence the witness stated that same was obliged to file and/or commence the subject suit.
14. Be that as it may, the witness referred to her witness statement dated the March 2, 2021 and same sought to rely on the contents of the said statement. In this regard, the contents of the witness statement were admitted and adopted as further evidence in chief of the witness.
15. Other than the foregoing, the witness also alluded to the list and bundle of documents dated the March 2, 2021. In this regard, the witness sought to have the documents at the foot of the said list to be produced as exhibits.
16. Pursuant to the request by and at the instance of the witness, the documents at the foot of the list dated the March 2, 2021 were produced as exhibit 1 to 14, respectively.
17. Besides, the witness also intimated that same also filed the Supplementary list of documents dated the June 13, 2022 and similarly, sought to have the documents therein admitted as exhibits.
18. For coherence, the documents at the foot of the Supplementary list of documents were produced and marked as exhibits 15 and 16, respectively.
19. On cross examination, the witness herein reiterated that same was indeed married to the deceased and that the marriage was duly solemnized and recognized in Law.
20. Further, the witness also added that the suit property was purchased in the year 2007 and same was purchased during the subsistence of the marriage.
21. Whilst still under cross examination, the witness stated that the suit property was purchased and acquired by the deceased and herself, even though it was only the deceased that was working at that point in time.
22. On the other hand, the witness stated that even though the entire proceeds that were used to purchase the suit property came from the deceased, the deceased made a deliberate decision to have the suit property registered in their Joint names.



23. It was the further testimony of the witness that at some point in time, the deceased and herself got estranged and that she was constrained to move out of the matrimonial house. Besides, the witness also admitted that after moving out of the matrimonial house same proceeded to and filed a Divorce cause.
24. Nevertheless, the witness clarified that despite filing of the divorce proceedings, the proceedings were never heard nor determined. The witness further added that the death of the deceased therefore rendered the divorce redundant.
25. It was the witness' further testimony, that she filed the suit to have the court declare that the suit property now belongs to herself, following the death of the deceased.
26. On re-examination, the witness herein stated that there was no dispute between the deceased and herself over the ownership of the suit property. Indeed, the witness reiterated that the suit Property was jointly owned.
27. Other than the foregoing, the witness also clarified that same made both monetary and none monetary contributions toward the acquisition of the suit property.
28. Finally, the witness reiterated that by the time the deceased passed on, same was still lawfully and legally married to the deceased. In any event, the witness added that the ownership of the suit property also remained Joint.
 - b. Evidence by the defendant
29. The Defendant herein testified as DW1 and same pointed out that the Plaintiff in this matter, was duly and lawfully married to one Antony Muchiri Kariuki, now deceased. Further, the witness herein also added that Antony Muchiri Kariuki, now deceased was her son and that despite the fact that same was married to the Plaintiff herein, the marriage was tumultuous and same ended in the Plaintiff moving out of the matrimonial house and thereafter filing divorce proceedings.
30. The witness further added that even though the Plaintiff had filed divorce proceedings, same were never heard and/or concluded during the lifetime of the deceased. In this regard, the witness testified that upon the death of the deceased the divorce proceedings were rendered redundant and/or overtaken by events.
31. Be that as it may, the witness also testified that during the subsistence of the marriage between the Plaintiff and the deceased, the deceased bought and or purchased a house situate within Lavington Area, within the City of Nairobi.
32. However, it was pointed out that the proceeds/funds that were used to purchase the said house were provided exclusively by the Deceased, who was at the material point in time residing and working for gain in the USA.
33. On the other hand, the witness added that upon the return of the Deceased to the country, same resided together with the Plaintiff in the suit property and that the suit property was actually the couples matrimonial home.
34. Nevertheless, the witness added that owing to the dis-agreements between the Plaintiff and the deceased, the Plaintiff moved out of the matrimonial house and left the deceased in the said house. In this regard, the witness added that thereafter the deceased also moved out of the suit property and leased same to various tenants, up to and including January 2021.
35. Other than the foregoing, the witness further stated that owing to the fact that the Plaintiff and the deceased had parted ways, the deceased took full charge of the suit property and dealt with same



- exclusively, in a manner signifying that the Plaintiff's interests to the suit property had terminated or extinguished.
36. Nevertheless, it was the witness' further testimony that upon the death of the deceased, same took charge of the suit property and when the tenant who was residing therein was vacating the suit property, the keys to the suit property were handed over unto her.
 37. Further, the witness added that by virtue of being the Mother of the deceased, she is a beneficiary of the Estate of the deceased and hence, same is entitled to take over the management and the running of the affairs of the Estate of the deceased and more particularly, the suit property.
 38. Based on the fact, that same is the beneficiary of the Estate of the deceased, the witness averred that she is therefore obliged to take over the suit property and that the Plaintiff herein does not have any lawful and/or legal rights to and/or in respect of the suit property.
 39. Other than the foregoing, the witness referred to her witness statement dated the June 28, 2021 and same sought to adopt the witness statement as her evidence in chief. In this regard, the witness statement was duly adopted and admitted as further evidence in chief.
 40. On the other hand, the witness also alluded to a list and bundle of documents dated the June 28, 2021, containing one document and same sought to have the document produced as exhibit D1. For clarity, the document herein relates to the Grant of letters of administration ad litem, which was issued on the February 12, 2021.
 41. On cross examination, the witness repeated and confirmed that the deceased herein was her son and that she was aware that the deceased and the Plaintiff were lawfully married.
 42. Besides, the witness also stated that even though the deceased and the Plaintiff were lawfully married, same had irreconcilable differences, which led to the Plaintiff moving out of the suit property.
 43. In any event, the witness added that though the suit property was registered in the Joint names of the Plaintiff and the deceased, the Plaintiff herein did not contribute any monies towards the purchase and/or acquisition of the suit property.
 44. Other than the foregoing, the witness stated that by virtue of being a beneficiary of the Estate of the deceased, same seeks that the property be declared to belong to both the Plaintiff and herself. In this regard, the witness reiterated that same is desirous to have a portion of the suit property.
 45. On re-examination, the witness contended that prior to the death of the deceased, the deceased and herself had spoken, whereupon the deceased expressed his desire and/or wish to sell and dispose of the suit property.
 46. However, the witness clarified that by the time the deceased passed on, the suit property remained registered in the Joint names of the Plaintiff and the Deceased.
 47. Finally, the Witness stated that even though she requires the suit property to be registered in the name of herself and the Plaintiff, she does not know who currently lives or resides in the suit property.
 48. With the foregoing testimony, the Defendant's case was closed.
- Submissions by the parties.
- a. **Plaintiff's submissions:**
49. The Plaintiff herein filed written submissions dated the July 14, 2022 and same raised three issues for consideration.



50. First and foremost, it was submitted on behalf of the Plaintiff that the suit property having been duly and lawfully registered in the names of the Plaintiff and the Deceased, both the Plaintiff and the Deceased held equal and mutual rights over the suit property.
51. Further, it was submitted that by dint of the Joint tenancy, if any of the joint tenants, was to pass on, the ownership rights would pass to or accrue entirely in favor of the survivor.
52. Premised on the foregoing, counsel for the Plaintiff added that upon the death of the deceased, the entire of the suit property and the rights therein transmitted to and vested wholly in favor of the Plaintiff. In this regard, counsel relied on the provisions of Section 60 of the [Land Registration Act, 2012](#).
53. Secondly, it was submitted that under the provisions of the law, the death of a Joint owner/tenant, in this case the death of the deceased, extinguishes the rights of the deceased in respect of the suit property. Consequently, upon the death of the deceased no one, even the beneficiary thereof can stake a claim to any portion of the suit property.
54. Thirdly, counsel for the Plaintiff submitted that pursuant to the Doctrine of survivorship, the death of the deceased, who was a joint tenant, does not leave behind any Free property, capable of being subjected to the law of succession. In this regard, counsel added that irrespective of whether the Defendant was a beneficiary or otherwise, same has no claim and/or stake to the suit property.
55. In support of the foregoing submissions, counsel for the Plaintiff relied on inter-alia the case of [Isabel Chelangat versus Samuel Tiro Rotich & 5 Others](#), [Mwangi Gakuri versus Bernard Gigotho Maina & Another](#) and Nairobi HCC Succession Cause No 2335 of 2011(unreported), respectively to anchor the submissions that the Plaintiff's claim to the suit property was meritorious.

b. **Defendant's submissions:**

56. Though the Parties herein were present at the time when the directions for filing and exchange of written submissions were given, the Defendant neither filed written submissions within the stated timeline or at all.
57. In the premises, the only written submissions that were availed to the Honourable court, were those submissions crafted and filed on behalf of the Plaintiff. For coherence, the salient features of the said submissions have been highlighted herein before.

Issues for determination:

58. Having evaluated the Plaint dated the March 2, 2021, the written statement and the bundle of documents, as well as the Counterclaim and the written statements filed therewith; and having similarly considered the oral evidence tendered and finally, having taken into account the written submissions, the following issues do arise and are thus germane for determination;
 - i. Whether the Suit Property was registered in the Joint names of the Plaintiff and the Deceased and if so, what is the Legal effect of the death of the deceased as pertains to Ownership of the suit Property.
 - ii. Whether the Defendant herein has any stake and/or claim to the suit Property.

Analysis and determination

Issue number 1



Whether the suit Property was registered in the Joint names of the Plaintiff and the deceased and if so, what is the legal effect of the death of the deceased as pertains to Ownership of the Suit property.

59. It is common ground that LR No 330/234, was bought and or purchased during the subsistence of the marriage between the Plaintiff herein and the deceased. At any rate, it is also settled that upon the purchase and acquisition of the suit property, same was transferred and registered in the Joint names of the Plaintiff and the deceased.
60. Other than the foregoing, evidence was also led that the suit property remained registered in the Joint names of the Plaintiff and the deceased, up to and including the point in time when the deceased passed on.
61. Be that as it may, the question that now needs to be addressed and determined is what are the legal effects of the death of the deceased, who was a Joint tenant alongside the Plaintiff, as pertains to the ownership of the suit property.
62. Before venturing to address the legal effect of death upon a Joint tenancy, it is appropriate to state that there is a distinction between Joint tenancy/ownership and ownership in common.
63. In respect of Joint tenancy, the two or more persons who are indicated as the owners/Joint tenants own the entire property jointly, in such a manner that no single owner can lay a claim to any distinct portion thereof, to the exclusion of the other joint tenants.
64. Put differently, the joint tenants cannot point out to a specific or distinct portion of the property to belong to same, in such a manner that such a tenant/owner can exclude the rights of the other or the rest.
65. To amplify the foregoing observation, it is appropriate refer to and take cognizance of an excerpt from *Cheshire & Burn's, Modern Law of Real Property*, where the learned authors opined as hereunder;

' A joint tenancy arises whenever land is conveyed or devised to two or more persons without any words to show that they are to take distinct and separate shares'[4]. Further, that 'there is a thorough and intimate union between joint tenants. Together, they form one person.'[5]

A joint tenancy imparts to the joint owners, with respect to all other persons than themselves, the properties of one single owner. Although as between themselves joint tenants have separate rights, as against everyone else they are in the position of a single owner. Joint tenancy carries with it the right of survivorship and 'four unities'.

The right of survivorship (*jus accrescendi*) means that when one joint owner dies, his interest in the land passes on to the surviving joint tenant. A joint tenancy cannot pass under will or intestacy of a joint tenant so long as there is a surviving joint tenant as the right of survivorship takes precedence. The four unities that must be present in a joint tenancy are

- (i) The unity of possession.
- (ii) The unity of interest.
- (iii) The unity of title.
- (iv) The unity of time.

On unity of possession, each co-owner is entitled to possession of any part of the land as the other/s.[6] One co-owner cannot point to any part of the land as his own to the exclusion of the other/s. If he could, then this would be separate ownership and not co-ownership.



No one co-owner has a better right to the property than the other/s, so that an action for trespass cannot lie against another co-owner. Unity of interest means that the interest of each joint tenant is the same in extent, nature and duration, for in theory of law, they hold just one estate.

Unity of title means that each joint tenant must claim his title to the land under the same act or document. This is satisfied by having the joint tenants acquiring their rights by the same conveyance and being so registered as joint tenants. Unity of time means that the interest of each tenant must vest at the same time.

66. On the other hand, ownership in common exists in a situation where two or more persons are registered together as owners of the same property, albeit each having a distinct and disclosed share in the property. For clarity, even though the property is one and undivided, each owner has a designated share/ratio in the property.
67. In any event, where one of the owners in common passes on, the designated share of such a deceased, survives the death and vests in the beneficiaries of the deceased. For coherence, the Doctrine of *jus accrescendi* does not apply to ownership in common.
68. To this end, it is apt to adopt the excerpt in the book namely, *Megary & Wade, The Law of Real Property*, where the learned authors observed as follows;

' Tenancy in common on the other hand is different from joint tenancy. In a tenancy in common, the two or more holders hold the property in equal undivided shares. Each tenant has a distinct share in the property which has not yet been divided among the co-tenants. [8] In other words they have separate interests only that it remains undivided and they hold the interest together. The largest factor that distinguishes a joint tenancy from a tenancy in common is the absence of the doctrine of survivorship in the latter. The share of one tenant is not affected by the death of one of the co-owners. The share of the deceased, devolves not to the other co-owner, but to the estate of the deceased co-owner. Although the four unities required for a joint-tenancy may be present, only one, the unity of possession is essential.

69. Other than the excerpt alluded to in the foregoing paragraphs, the import, tenor and scope of Joint tenancies was also deliberated upon in the case of [*Mukazitoni Josephine v Attorney General Republic Of Kenya \[p2015\] eKLR*](#), where the Honourable Court of Appeal stated and observed as hereunder;

' A joint tenancy cannot be severed unless one of the four unities of title, time, possession or interest is broken. A joint tenant has the right to the entire property or none – since the other joint tenant also has a right to the entire property. This is expressed in latin as *totem tenet et nihil tenet*, a joint tenant holds everything and nothing'.

70. Premised on the foregoing discourse, what becomes apparent is that where one or more joint tenants dies, the rights that hitherto accrued in favor of the deceased Joint tenants lapses, terminates and extinguishes. Consequently, all the rights stand transmitted to and vests in the survivor.
71. To underscore the effects of death upon joint tenancy, it is imperative to adopt and endorse the succinct holding/observation in the case of [*Mwangi Gakuri Versus Benard Kigotho Maina & Another \(2016\) eKLR*](#), where the Honourable court stated and observed as hereunder;

' The principle of survivorship also known as *jus accrescendi* operates as was explained in the case of *Isabel Chelangat vs Samuel Tiro (2012) eKLR*, as follows:



'A joint tenancy imparts to the joint owners, with respect to all other persons than themselves, the properties of one single owner. Although as between themselves joint tenants have separate rights, as against everyone else they are in the position of a single owner. Joint tenancy carries with it the right of survivorship and 'four unities. The right of survivorship (jus accrescent) means that when one joint owner dies, his interest in the land passes on to the surviving joint tenant. A joint tenancy cannot pass under will or intestacy of a joint tenant. A joint tenancy cannot pass under will or intestacy of a joint tenant so long as there is a surviving joint tenant as the right of survivorship takes precedence.'

72. In view of the foregoing, there is no gainsaying that upon the death of the deceased herein, the entire rights over and in respect of the suit property transmitted to and vested in the Plaintiff, same being the survivor.
73. Consequently, what ought to happen is that the Plaintiff herein ought to avail evidence of death to the designated land registrar and upon availing such evidence, the land registrar is obligated to delete or remove the name of the deceased from the register of the title.
74. Essentially, where there were two Joint tenants, the death of one would effectively vests entire and absolute ownership in the sole surviving tenant, in this case, the Plaintiff.
75. As pertains to the foregoing position, one needs to take cognizance of the import of Section of the [Land Registration Act, 2012](#).
76. For completeness, Section 60 (supra) is reproduced as hereunder;
 60. Transmission on death of joint proprietor If any of the joint tenants of any land, lease or charge dies, the Registrar shall, upon proof of the death, delete the name of the deceased tenant from the register by registering the death certificate.
77. In a nutshell, I come to the conclusion that upon the death of the deceased, the Plaintiff herein accrued lawful and absolute rights to and in respect of the property. Consequently, same becomes the sole proprietor, to the exclusion to all and sundry, the Defendant not excepted.

Issue number 2

Whether the Defendant herein has any stake and/or claim to the suit Property.

78. The Defendant herein contended that upon the death of the deceased, same took out grant of letters of administration ad litem. Consequently, the Defendant added that on the basis of the grant of letters of administration ad litem, same therefore became a beneficiary of the estate of the deceased.
79. Premised on the basis that same is the beneficiary of the estate of the deceased, the Defendant has therefore laid a claim to a portion of the suit property, under the pretext and/or basis that a portion of the suit property forms part of the Estate of the deceased.
80. According to the Defendant, given that the suit property was jointly owned, the connotation is that the portion that belonged to the deceased, ought to be severed and assigned unto her.
81. Despite the claim by and or on behalf of the Defendant herein, it is appropriate to state that the estate of the deceased can only be allowed to succeed and/or appropriate any Free property of the deceased and not otherwise.
82. To this end, it is important to discern the meaning of what constitutes Free property of a deceased.



83. Section 3 of the *Law of Succession Act*, defines Free property as hereunder;
- ' free property', in relation to a deceased person, means the property of which that person was legally competent freely to dispose during his lifetime, and in respect of which his interest has not been terminated by his death;
84. From the foregoing definition, it is evident that the portion of the suit property could only be available for inheritance and succession, if the deceased could by himself alienate same without the consent or permission of the Plaintiff. However, in this case, neither the deceased nor the Plaintiff was seized of such capacity during the lifetime of both.
85. Essentially, there is no portion of the suit property that continued to vests in the Deceased or his Estate, which is capable of being succeeded by either the legal Administratrix of the Deceased or any beneficiary thereof.
86. Without belaboring the fact that the Defendant herein cannot stake a claim to the suit Property or any portion thereof, it is imperative to underscore the import of Section 91(4) of the *Land Registration Act*.
87. For convenience same provides as hereunder;
- (4) If land is occupied jointly, no tenant is entitled to any separate share in the land and, consequently— (a) dispositions may be made only by all the joint tenants; (b) on the death of a joint tenant, that tenant's interest shall vest in the surviving tenant or tenants jointly; and (c) each joint tenant may transfer their interest inter vivos to all the other tenants but to no other person, and any attempt to so transfer an interest to any other person shall be void.
88. Respectfully, the Defendant herein has no legal or equitable stake to and in respect of the suit property or any portion thereof. In this regard, same can not lay a claim to and in respect thereof.

Final disposition

89. Having addressed the two pertinent issues that were highlighted and amplified in the body of the Judgment, I come to the conclusion that the Plaintiff's case is meritorious and ought to be granted.
90. Consequently, what now remains to be addressed are the reliefs to be granted. In this regard, it is appropriate to point out that various reliefs were sought out, but a number of them were not established nor proven.
91. In any event, in the course of her submissions, counsel for the Plaintiff seems to have abandoned and forfeited a segment of the reliefs that were contained at the foot of the Plaint.
92. Be that as it may, I am minded to enter judgment in favor of the Plaintiff on the following terms;
- a. A Declaration be and is hereby issued that the suit property, namely Land Reference No 330/234 situate on Hatheru Road, Lavington in Nairobi, lawfully belongs to the Plaintiff.
- b. An order of Permanent Injunction be and is hereby issued restraining the Defendant whether by herself, her servants, workmen, agents or otherwise howsoever from selling, dealing, interfering, alienating or disposing or in any way interfering with the plaintiff's quiet possession of the property known as



House Number 9, Northbrook Gardens developed on Land Reference No 330/234 situate on Hatheru Road, Lavington in Nairobi.

- c. An Order be and is hereby issued directing the Defendant to furnish the Plaintiff with a certified copy of the deceased death certificate and same be furnished within 30 days from the date of the judgment hereof.
- d. In default to comply with clause (c) hereof, the Land registrar, Nairobi lands office shall be obliged to transmit the name of Antony Muchiri Kariuki, deceased, notwithstanding the none submission of the certificate of death.
- e. The Reliefs not expressly granted are deemed as declined.
- f. Each party shall bare own costs.

93. It is so ordered.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 23RD _____ DAY OF SEPTEMBER 2022.

OGUTTU MBOYA

JUDGE

In the Presence of;

Kevin Court Assistant

Mrs. Rose Mbanya for the Plaintiff

Mr. Godon Ogado for the Defendant

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