



**REPUBLIC OF KENYA**  
**IN THE HIGH COURT OF KENYA**  
**AT MERU**

**Civil Case 33 of 2007**

**ANDREW WACHIRA.....PLAINTIFF**

**VERSUS**

**COUNTY COUNCIL OF MERU CENTRAL.....DEFENDANT**

**JUDGMENT**

1. The plaintiff herein, Andrew Wachira by his plaint dated 10.4.2007 seeks orders as follows:-
  - a. Declaration that the defendant's entry into Plot No.14 Timau Market and demolishing the plaintiff's building's thereof was unlawful.
  - b. Payment of Kshs.1, 432, 000/= being value of demolished building plus full compensation for consequential loss of rental income at the rate of Kshs.16, 000/= per month until payment in full.
  - c. General damages for trespass.
  - d. Costs of the suit and interest
  
2. The defendant, County Council of Meru Central , having been served with summons to enter appearance failed to do so and interlocutory judgment was entered by the Deputy Registrar of this court on 18.6.2007 and the matter heard ex-parte on 15.11.2007. In his evidence, the plaintiff said that he was the proprietor of Plot No.14, Timau Market where he had constructed a commercial building. He produced documents showing that the defendant had accepted the transfer of the plot to him and had also accepted rent from the plaintiff in the years 2004, 2005 and 2006. That on 8.8.2004, some councillors including, one Ken Kimathi, came with a bull-dozer and demolished his building without any notice or reason whatsoever. He sought intervention from some officers in the defendants's offices and he was allowed, informally, to reconstruct the demolished building which he did. He alleged that the demolition was illegal and that he suffered loss and inconvenience thereby. He produced a valuation report by S.M. Mburu & Associates dated 24.3.2004 showing that the value of the improvements on Plot No.14 Timau was Kshs.1, 432, 000/= and he now seeks that amount plus the cost of the valuation report being Kshs.3000/=.
  
3. From the unchallenged evidence before me, the plaintiff was the proper occupier as licensed of Plot No.14 Timau Market. The licence was given by the defendant which accepted an annual rent of Kshs.6, 000/= from the plaintiff as evidenced by P. exhibit 4. There is also no evidence to challenge the assertion that the plaintiff constructed a building worth Kshs.1, 432, 000/= on the plot and I have no reason to doubt the assertion that the defendant's servants or agents demolished that building on 8.8.2004. P. exhibit 5 is the valuation report prepared by a professional valuer and again I have no reason to fault it. In the end therefore and on a balance of probabilities, the plaintiff's claim has been proved and save for the claim for general damages where no proof or evidence was led and the claim for special damages for Kshs.3, 000/= which was not pleaded, I have little choice but to enter judgment as prayed in terms of prayer (a) of the plaint. Regarding prayer (b) of the plaint judgment is entered in the sum of Kshs.1, 432, 000/= only as no evidence of loss of rental income was given. Prayer (c) is dismissed for reasons give above.
  
4. Costs of the suit shall be paid to the plaintiff by the defendant.

5. Orders accordingly.

Dated and delivered at Meru this 18<sup>th</sup> day of February 2008.

**ISAAC LENAOLA**

**JUDGE**