



**Munyao v Ndegwa, Kavini, Wanza t/a Embakasi Hurlingham Self Help Group & another (Environment & Land Case 781 of 2013) [2022] KEELC 13655 (KLR) (13 October 2022) (Judgment)**

Neutral citation: [2022] KEELC 13655 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT & LAND CASE 781 OF 2013  
LN MBUGUA, J  
OCTOBER 13, 2022**

**BETWEEN**

**ANGELA NDULULU MUNYAO ..... PLAINTIFF**

**AND**

**JOHN NDEGWA, GRACE KAVINI, SCHOLASTIC WANZA T/A EMBAKASI HURLINGHAM SELF HELP GROUP ..... 1<sup>ST</sup> DEFENDANT**

**PETRONILLA WANJIKU ..... 2<sup>ND</sup> DEFENDANT**

**JUDGMENT**

1. The Plaintiff through the Complaint dated 1<sup>st</sup> July 2013 and later Amended on 21<sup>st</sup> February 2014 claims that she is the proprietor of unregistered plot of land referred to as plot number 44, situated in Mihang'o ward Njiru kangundo road, having successfully applied to the 1<sup>st</sup> Defendant for its allocation in the year 2006. She was issued with a certificate of ownership dated September 8, 2008. However, sometime in April 2013, she discovered that the 2<sup>nd</sup> Defendant had taken up possession and was putting up a construction on the said plot. She informed the 2<sup>nd</sup> Defendant that the said plot belonged to her, but the 2<sup>nd</sup> Defendant did not heed to the request. She thus prays for the following:
  - i. A declaration that the Plaintiff is the legal owner of plot number 44 Embakasi Hurlingham and cancellation of all other parallel certificates issued by the 1<sup>st</sup> Defendant to any other person in respect of the said plot No 44 and that the 2<sup>nd</sup> Defendant do vacate the said plot number 44, Embakasi Hurlingham and she be ordered to remove her structures.
  - ii. Permanent injunction against the 2<sup>nd</sup> Defendant restraining her whether by herself, her servants and/or agents or otherwise whosoever from trespassing or otherwise interfering with the Plaintiff's ownership of plot No 44.



- iii. Damages in trespass against the 2<sup>nd</sup> Defendant.
- iv. Costs of this suit.
2. The 1<sup>st</sup> Defendant in their statement of admission dated May 14, 2014 admitted that the Plaintiff was the lawful owner of the said plot number 44.
3. The 2<sup>nd</sup> Defendant in her statement of defence dated February 12, 2014 denied the allegations of the plaintiff, stating that the suit plot was duly allocated to her by the 1<sup>st</sup> Defendant vide certificate of ownership No 005, hence the suit against her should be dismissed. The 2<sup>nd</sup> Defendant subsequently filed a Notice of Claim against the 1<sup>st</sup> Defendant dated November 12, 2014 to the effect that should any judgement be entered against the 2<sup>nd</sup> Defendant, then the 1<sup>st</sup> Defendant is bound to satisfy the same and compensate the 2<sup>nd</sup> Defendant for any loss and damages.
4. The 1<sup>st</sup> Defendant filed a defence dated May 13, 2015 in respect of the Notice of Claim against them lodged by 2<sup>nd</sup> defendant averring that they did not authorize any person to allocate plots on their behalf and that the 2<sup>nd</sup> Defendant had developed the suit property in total disregard of their caution against it.
5. During the trial, PW1, Angela Ndululu, the plaintiff identified herself as a vegetable vendor. She testified and adopted her witness statement dated July 1, 2013 as her evidence. She avers that in year 2006, herself and other persons applied to the 1<sup>st</sup> defendant for allocation of a plot in their capacity as squatters and she got plot no 44 of which she was issued with a certificate of ownership on September 8, 2008. That sometime in year 2013, the 2<sup>nd</sup> defendant came, took over the plot and started developing the same. She produced the four documents in her list dated July 1, 2013 as Plaintiff Exhibit 1 to 4.
6. On cross examination by Counsel for the 2<sup>nd</sup> Defendant, PW1 stated that she entered that land in year 2002, she was allotted the same in year 2005 but she was given the certificate of allotment by the Chairman of the Self-Help Group in the year 2008. She pointed out that the land belonged to an Asian who surrendered it to the government. The Chairman (Mr Ndegwa) used a list and a map when the land was being distributed.
7. She discovered that the 2<sup>nd</sup> Defendant was developing her plot in 2013 when she went to visit the place, but she was uncertain whether the 2<sup>nd</sup> Defendant was a member of the Self-Help Group. She added that she had been paying land rates to the County Government through the Department of Housing and had paid Kshs 10,000 and also had a beacon certificate signed by one Khunyalu.
8. On re-examination, pw1 affirmed that she was issued with the allotment letter in 2008, and had been making payments since then, and no person had claimed that the plot belonged to them. She was shown her plot by the surveyor and that the beacon certificates were kept at the self-help group's offices. She confirmed that the Police at Ruai asked her and the 2<sup>nd</sup> Defendant to resolve the dispute amicably but the 2<sup>nd</sup> Defendant did not turn up for the meeting.
9. The 2<sup>nd</sup> Defendant, Petronilla Wanjiku who testified as DW1 introduced herself as an employee of Nairobi City County. She adopted her witness statement dated February 12, 2014 as her evidence. She avers that on July 6, 2005, she was allocated the suit plot No 44 by the 1<sup>st</sup> defendant and was duly issued with a certificate of ownership. The said plot was identified to her by the surveyor, one Charles Kaniaru and she has been in possession of the said plot to date. She produced the 4 documents in her list dated February 12, 2014 as her Exhibits 1 to 4.
10. On Cross examination by counsel for the plaintiff, DW1 confirmed that she still works with the City County of Nairobi in the Department of Economic and Planning. At the time when the plots in question were being allocated, she was still an employee of the City Council as the Ward Manager



working in the de-centralized programme at the BuruBuru office. She learnt about the said plots through surveyors who worked next to their office. The surveyor in charge of the 1<sup>st</sup> Defendant's land was known as Charles Kaniaru who was a City Council surveyor.

11. However, she was not sure whether the said Charles Kaniaru provided services to the 1<sup>st</sup> Defendant as an officer of the City Council or as private services. She stated that she did not apply for allocation of plots but "got the two plots" as a result of the work she was doing indirectly for the group which tasks entailed typing and photocopying their documents. She stated that her plot was number 44 and not 43.
12. DW1 confirmed that in the list of members on the Plaintiff's bundle of documents, her name appeared as number 46 for plot number 43 and the Plaintiff's name was number 47 for plot number 44 but claimed that there was an original list where the plot allocated to her was plot number 44 pointing out that the list of members kept on being edited. She stated that she was allocated the plot of land and was issued with a certificate of ownership by the self-help group and not by the surveyor and that the surveyor only showed her the beacons of the plot of land.
13. On further cross examination by Counsel for the 1<sup>st</sup> Defendant, DW1 stated that she was issued the plot of land on July 6, 2005 as per the certificate of ownership which bore signatures of the officials. She stated that the surveyor Charles Kaniaru showed her the plot in the presence of the officials of the group. She highlighted that she was issued the said plot two years before the same was allocated to the Plaintiff.
14. DW1 went further to testify that she began construction, then ran out of funds so the construction stalled and when she went back, she found that her plot had been barricaded and she then filed a complaint with the police.
15. DW2, Charles Gathari Kaniaru testified and adopted his witness statement dated May 3, 2018 as his evidence. He is a retired land surveyor but he was the project surveyor for the disputed parcel of land. His work entailed preparation of part development plans, placement of beacons, designing and printing certificates of ownership and pointing out the beacons to the allottees. He was being assisted to carry out his duties by three people including the 2<sup>nd</sup> defendant who was doing the paper work. When they completed the work, the assistants were each given a plot, of which that of the 2<sup>nd</sup> defendant was No44. and he duly pointed out the beacons for that plot to the 2<sup>nd</sup> defendant.
16. Dw2 produced the two documents in his list dated May 3, 2018 as Defendant Exhibit 5 and 6. He stated that Defendant Exhibit 6 was the list of beneficiaries of the subdivided plots which showed that the 2<sup>nd</sup> Defendant owned two plots of land number 43 and 44. On looking at the list produced by the Plaintiff, DW2 stated that the lists were not the same and the one produced by the Plaintiff was a later allocation which was prepared by the Project's committee.
17. DW2 stated that he was not engaged by the self-help group but by the then Member of Parliament, the Late Hon. David Mwenje to assist the group in settling on that land, because they did not have a surveyor, adding that they also did not have survey fees. He stated that the Late Hon. Mwenje wanted the group resettled because they had settled on his farm in Njiru. He indicated that he was introduced to the officials of the self-help group by the Late Hon. Mwenje and the said officials were present when he was placing beacons on the land. He went on to state that he was the one who designed the beacon certificate for the group and the beacon certificate bore his signature as the project surveyor.
18. On cross examination by Counsel for the Plaintiff, DW2 stated that his role was to demarcate the plots adding that it was an informal settlement where no one would claim ownership of the property. He added that when he conducted a search of the land, the results showed that it was registered in



- the names of two Indian brothers. He again affirmed that he was instructed by the Late Hon. David Mwenje to assist the self-help group in settling the people on the piece of land.
19. DW2 indicated that he offered his services in his private capacity since he had already left the City Council. He however went on to state that when the squatters' representatives were introduced to him, he was in his final year of service at the City Council, but when he carried out the actual demarcation from the year 2005, he had already left the City Council and was acting in his private capacity. He stated that he left the City Council on 31<sup>st</sup> December 2004 but the initial stages of the demarcation happened while he was still in service. DW2 also stated that when the Late Hon. Mwenje sought his services, he spoke to his then supervisor who referred the late Hon. Mwenje to DW2.
  20. While still being cross-examined, Dw2 confirmed that the process began before he left the City Council and used the City Council to undertake his private work as well as using its officers over the weekends.
  21. He stated that the person tasked with generating the list of members was the Chairman of the squatters, adding that the Chairman (Ndegwa), the Secretary (Scholastica) and Grace Kavini swore an affidavit and took the list of beneficiaries to the Housing Development (before it was dissolved) and that is where he got the incomplete list of beneficiaries he had produced as Defendant Exhibit 6.
  22. DW2 also stated that the 2<sup>nd</sup> Defendant was issued with only one plot which he showed her and it was plot number 44, although one could own more than one plot. He confirmed that the 2<sup>nd</sup> Defendant was still an employee of the County Government and was not a squatter. He stated that when he began the project, he enlisted services of three officers of the City Council who included the 2<sup>nd</sup> Defendant. And she acquired the plot in question by dint of the services she provided. He re-affirmed that there was no other surveyor involved in the project and that the 2<sup>nd</sup> Defendant was only entitled to one plot. He added that he was also paid in kind and was given 6 plots of land on the said project and the three officers (the 2<sup>nd</sup> Defendant plus two other gentlemen) who assisted him got three plots.
  23. He confirmed that he was not the author of the document adduced as Defendant Exhibit 6 which was incomplete and was in its possession having extracted it from the County Offices.
  24. On further cross examination by Counsel for the 1<sup>st</sup> Defendant, Dw2 stated that he had been a surveyor since 1984 and that the land in question had been given to squatters which was managed by Embakasi Hurlingham Self-Help Group. He stated that when he was first engaged, the chairman was John Muindi Ilovi who had since passed on. He stated that he was not aware that the officials sued did not allocate a plot to the 2<sup>nd</sup> defendant, but again stated that it is the committee he was working with, the Embakasi Self Help group which allocated a plot to Petronilla (2<sup>nd</sup> defendant). He noted that the agreement between the 2<sup>nd</sup> Defendant and the 1<sup>st</sup> Defendant to allocate them with plots of land was made verbally. The squatters had no money for surveying, that is why himself and 2<sup>nd</sup> defendant were being paid in kind.
  25. On re-examination, DW2 affirmed that he was the only surveyor for the project and the beacon certificate was true representation of what was agreed between the officials and him. He restated that the group was aware that payment for his services was done in kind. He added that the 2<sup>nd</sup> Defendant was given plot number 44 in July 2005 and he is the one who signed the beacon certificate, an arrangement that the group officials were aware of.
  26. The case for 1<sup>st</sup> defendant was advanced by DW3- John Ndegwa the Chairman of the self-help group who adopted his witness statement dated February 1, 2021 as his evidence. He avers that the suit plot no 44 was part of a bigger parcel land No LR No 11531/1 which was registered in the name of one Ranbir Krishen Kecharhand Kent who passed away in 1997. Himself and other workers had been permitted



- to occupy that land by its owner in lieu of payment of pension. The occupants formed the Self Help Group and subdivided the land amongst themselves.
27. DW3 further testified that he had been the chairman of the group from the year 2002 and confirmed that they had given the 2<sup>nd</sup> Defendant only one plot of land which was plot number 43 and not 44 as claimed. He averred that Plot Number 44 was allocated to the Plaintiff. DW3 pointed out that they would rely on the list of members adduced by the Plaintiff as their own document.
  28. DW3 stated that they were taken to the land by the Late Hon. Mwenje who referred them to DW2 as the surveyor for the said project. He stated that the Late Hon. Mwenje informed them that he did not have money to pay the surveyor and it was upon the group to negotiate with Charles Kaniaru to give him some plots of land upon completion of the survey works. They did this and verbally agreed to give DW2 six plots of land as payment for his services.
  29. DW3 made it clear that DW2's mandate was to survey the plots and not allocate them to anyone. He went on to state that DW2 was working with two other people of which, DW2 requested the group to give them some plots too, and they were given a plot of land each. Later, DW2 took the 2<sup>nd</sup> Defendant to them and asked them to give her a plot of land since she also worked at the City Council and they had worked together in the project. The group then allocated her plot number 43. DW3 stated that the contentious plot number 44 could have been given to her (DW1) by DW2 without their approval or authority, and that when DW2 and the 2<sup>nd</sup> Defendant were asked about it, they were evasive.
  30. On cross examination by Counsel for the Plaintiff, DW3 confirmed that the Plaintiff was a squatter and was entitled to a plot of land and was allocated plot number 44. DW3 went further to state that the list of beneficiaries marked as Plaintiff Exhibit 3 was the genuine list from the group which matched their records and that plot number 44 claimed by the 2<sup>nd</sup> Defendant was not allocated to her by the Self-Help Group officials.
  31. On further cross examination by counsel for 2<sup>nd</sup> defendant, DW3 stated that the self-help group was formed in 2002 but the certificate for registration is for the year 2022 and he had been the chairman all through. He confirmed that DW2 was the project surveyor and when they learnt that the 2<sup>nd</sup> Defendant had been allocated a plot without their approval, they asked DW2 about it.
  32. DW3 stated that the certificates of ownership used to be in the office and some of them had been pre-signed, and so it was possible that DW2 (Charles) could have picked one and gave it to the 2<sup>nd</sup> Defendant. He confirmed that the 2<sup>nd</sup> Defendant's certificate looked like the ones they were issuing and confirmed that both certificates emanated from their office, however the one of the 2<sup>nd</sup> defendant was not issued by any of the officials. DW3 also confirmed that he did not report the matter to the police.
  33. On cross examination by the court, DW3 stated that the group was formed in 1996 and the plots allocation took place in the year 2002 and he had been the chairman from the year 2002.
  34. On re-examination, DW3 stated that with the certificate of ownership issued by the group they would remove the beacon certificate part which was left in the office as evidence of the person allocated the land. But in the case of the certificate possessed by the 2<sup>nd</sup> Defendant, when it was removed from the office it was also removed with the beacon certificate part. Thus the document in her possession was not legitimately given to her. DW3 also denounced the list of members adduced by the 2<sup>nd</sup> Defendant stating that it did not emanate from their office and they were not aware where it came from.
  35. The submissions of the Plaintiff are dated 8<sup>th</sup> July 2022 where it is averred that the Plaintiff is the one who was allocated Plot No 44 and has the genuine genuine certificate of ownership. It was further submitted that the 1<sup>st</sup> Defendant had confirmed that the 2<sup>nd</sup> Defendant was allocated Plot No 43.



- That when the 2<sup>nd</sup> Defendant's witness Charles Kaniaru testified, he stated that he was the one who allocated the said Defendant Plot No 44 as compensation for her secretarial duties. It was averred that the 2<sup>nd</sup> Defendant and the witness Charles Kaniaru who were both working at the then City Council of Nairobi abused their offices by allocating plots that they were not entitled to.
36. It was emphasized that the surveyor had no capacity to allocate any plot, hence the allocation of the suit plot to the 2<sup>nd</sup> Defendant by the surveyor was illegally done because his role was to survey the suit property. Adding that the 2<sup>nd</sup> Defendant was not a squatter and only got the plot allocated as compensation for her work in the suit property.
  37. It was also submitted that the authentic list of members was the one produced by the 1<sup>st</sup> Defendant since the one presented by the surveyor apparently emanated from the Housing Development Plan which could not be verified.
  38. The cases cited by the plaintiffs to support their submissions are; *Esther Ndegi Njiru & Another v Leonard Gatei* [2014] eKLR, *Republic v Rosemary Wairimu Munene Ex Parte Applicant Ibururu Dairy Farmers Cooperative Society Ltd.*
  39. The submissions of the 2<sup>nd</sup> Defendant are dated July 26, 2022 where it was stated that the allegations of fraud and illegality in the manner the 2<sup>nd</sup> defendant acquired her certificate of ownership from the offices of 1<sup>st</sup> defendant were unsubstantiated. It was submitted that the Plaintiff's and 1<sup>st</sup> Defendant's evidence had inconsistencies stating that the 1<sup>st</sup> Defendant had testified that the 2<sup>nd</sup> Defendant was not a squatter and was thus not entitled to any plots of land but on cross examination he stated that she was entitled to a plot as compensation for the work done. Thus the court was urged to dismiss the suit with costs to the 2<sup>nd</sup> Defendant or as per the 2<sup>nd</sup> Defendant's notice of claim, order the 1<sup>st</sup> Defendant to issue the 2<sup>nd</sup> Defendant with another piece of land equivalent to the developments undertaken by the 2<sup>nd</sup> Defendant.
  40. It was pointed out that the authority cited by the Plaintiff, *Esther Ndegi Njiru & Another* – Supra related to Section 26(1) of the *Land Registration Act* but in this matter, Plot Number 44 was not registered in the Ministry and this authority was inapplicable in this suit.
  41. In support of her case, the 2<sup>nd</sup> defendant relied on the cases of; *Vijay Morjaria v Nanshingm Msdbusingh Darbar & Another* [2000] eKLR and *Eviline Karigu v M'Chabarri Kinoro* [2022] eKLR.

### **Analysis and determination**

42. This court finds that the issues for determination are:
  - i. Does the suit property referred to as Plot Number 44 belong to the Plaintiff?
  - ii. If the answer to the above is in the affirmative, what remedies are available to the Plaintiff.
  - iii. Whether the notice of claim by the 2<sup>nd</sup> defendant against the 1<sup>st</sup> defendant is merited.
43. It is not in contention that the Plaintiff and the 2<sup>nd</sup> Defendant were allocated plots of land by the 1<sup>st</sup> Defendant, a self help group known as Embakasi - Hurlingham Self help Group (the group). In terms of the provisions of Article 61 (2) of the *Constitution*, it appears that the land was private property.
44. Pw1 had in cross examination stated that the land in question belonged to an Asian who surrendered the land to the government. John Ndegwa, the chairman of the group testified that the suit plot no 44 is part of a bigger portion of land LR 11531/1 belonging to a deceased person who had bequeathed



the land to them in lieu of paying his workers a pension. The workers then formed the group and subdivided the big land amongst themselves.

45. Dw2, Charles Kaniaru the surveyor who subdivided the land stated that the group consisted of squatters who had settled on the land of one Hon Mwenje (deceased), and he (Hon Mwenje) is the one who facilitated the resettlement of the squatters on the land of the Asian person. When Dw2 did a search on that land, he found that the same belonged to two indian brothers. To this end, Dw2 stated that no one could claim ownership of the land in question. Indeed in his oral evidence in court, Dw3, (Ndegwa) confirmed that “ we were taken on site by Hon late MP Mwenje and he told me we look for a surveyor called Kaniaru”.
46. It is clear beyond peradventure that the settlement of the group on the bigger portion of land was actually an invasion sanctioned by a member of parliament with assistance of the officers of the then city counsel of Nairobi. Dw2 has not given any plausible explanation as to why he embarked on demarcating land, preparing beacons and part development plans and carrying out general survey works on land he had established was private registered land. In that regard, the court cannot make an outright declaration as to who owns the suit plot. However, since it is quite apparent that the warring parties have some interest in the land, arising out of the association with the informal settlement group, the court will only consider as to who amongst the plaintiff and the 2<sup>nd</sup> defendant has a superior interest.
47. The documents which the plaintiff relies on to assert her interest in the suit plot are a demand letter, a certificate of ownership dated September 8, 2008 issued by the group and the list of members in the group. Another document was marked for identification as no 5, it was however not produced and is not annexed to the plaintiff’s further list of documents dated March 6, 2018. For the 2<sup>nd</sup> Defendant, her documents are a certificate of ownership dated July 6, 2005, a beacon certificate a police abstract, photographs and a list of members of the group. None of the aforementioned documents (both for the plaintiff and 2<sup>nd</sup> Defendant) can be termed as a legally binding document of ownership of the land. None has an allotment letter or title to the land. If anything, the claimants are invaders who did not own the land.
48. Each party is claiming to possess the correct list with Dw2 contending that he got the list which is incomplete from the Housing Department. There is however no nexus between the suit plot and even the bigger parcel of land with the city county as there is no evidence of formalization of the settlement or a take over of the land by the government.
49. What is clear is that the claimants are deriving their interests in the land from the Self Help Group which was the allocating entity. The group, through their chairman DW3 confirmed that they allocated the 2<sup>nd</sup> Defendant with a plot of land but it was plot number 43 and not plot number 44, that is what was indicated in their records (member’s list). The surveyor however went ahead to give plot No44 to the 2<sup>nd</sup> defendant. Dw3 has given an account that they were sharing the land as squatters, but they agreed to give the surveyor and his assistants some plots, and the one given to the 2<sup>nd</sup> defendant is no 43. This information tallies with the contents in the group’s list of members.
50. The Court of Appeal in the case of *Palace Investments Limited v Geoffrey Kariuki Mwenda & another* [2015] eKLR stated that:

“Denning J in *Miller v Minister of Pensions* [1947] 2 ALL ER 372 discussing the burden of proof had this to say:-

“That degree is well settled. It must carry a reasonable degree of probability, but not so high as is required in a criminal case. If the evidence is such that the tribunal can say: ‘We think it is more probable than not’, the burden is discharged, but, if the probabilities



are equal, it is not. Thus, proof on a balance or preponderance of probabilities means a win, however narrow. A draw is not enough. So, in any case in which the tribunal cannot decide one way or the other which evidence to accept, where both parties' explanations are equally (un)convincing, the party bearing the burden of proof will lose, because the requisite standard will not have been attained."

51. From the foregoing this court finds that it is more probable that the suit plot known as plot number 44 belongs to the Plaintiff in so far as the group's interest in the big land is concerned.
52. It is not in contention as has been confirmed by both the Plaintiff and the 2<sup>nd</sup> Defendant that Plot number 44 has developments/structures on it. The same were apparently put up by the 2<sup>nd</sup> defendant. Having made a finding that the the plaintiff's claim is superior to that of 2<sup>nd</sup> defendant, then the latter ought to remove his structures on the suit plot.
53. Having spelt out that the occupation of the land was an invasion, then I do not think that any party would be entitled to damages for trespass or costs. In the same breath, the 2<sup>nd</sup> defendant cannot claim any compensation from the 1<sup>st</sup> defendant.
54. In the circumstances, I proceed to give the following orders;
  1. The notice of claim by the 2<sup>nd</sup> defendant against the 1<sup>st</sup> defendant is hereby dismissed.
  2. The court hereby finds that the plaintiff has a superior claim to that of the 2<sup>nd</sup> defendant in so far as the suit plot no 44 is concerned.
  3. A Permanent injunction is hereby issued against the 2<sup>nd</sup> Defendant restraining her whether by herself, her servants and/or agents or otherwise whosoever from trespassing or otherwise interfering with the Plaintiff's interest in plot No 44
  4. The 2<sup>nd</sup> Defendant is given a period of 30 days to remove the structures on plot number 44 and grant the Plaintiff vacant possession of the said land.
  5. Each party is to bear their own costs of the suit.

**DATED, SIGNED AND DELIVERED AT NAIROBI THIS 13TH DAY  
OF OCTOBER, 2022 THROUGH MICROSOFT TEAMS.**

**LUCY N. MBUGUA**

**JUDGE**

**In the presence of:-**

Mwangi J.I for the Plaintiff

Muriithi for 2nd Defendant

Court assistant: Eddel/Joan

