



**Keitany v Rono (Environment & Land Case 145 of 2014)
[2025] KEELC 4105 (KLR) (30 May 2025) (Judgment)**

Neutral citation: [2025] KEELC 4105 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT ELDORET
ENVIRONMENT & LAND CASE 145 OF 2014**

EO OBAGA, J

MAY 30, 2025

BETWEEN

ISMAEL TUIYOT KEITANY PLAINTIFF

AND

ROSE CHRISTINE RONO DEFENDANT

JUDGMENT

Introduction

1. The Plaintiff filed this suit against the Defendant in which he sought the following reliefs:
 - a. The Plaintiff is the rightful owner of parcels of land namely Sergoit/Koiwaptaoi Block 12 (Katalel)/593, 595 and 596.
 - b. The Defendant is not entitled to the same or any part or portion thereof.
 - c. The Defendant is a trespasser and a permanent injunction ought to issue to restrain the Defendant from dealing with the suit land.
 - d. The Defendant be compelled to pay costs of this suit.
 - e. Eviction order from land parcels Sergoit/Koiwaptaoi Block 12 (Katalel)/593, 595 and 596.
 - f. Any other relief that this honourable court may deem fit and just to grant.
2. The Defendant filed a defence and raised a counterclaim in which she sought the following reliefs:
 - a. That the Plaintiffs' suit be dismissed with costs.
 - b. In the alternative and without prejudice to the above there be a revocation of the titles registered in the Plaintiffs' name.



- c. That the land registrar, Uasin Gishu County be directed to cancel the Plaintiff's titles and in its place register the Defendant as the owner.
- d. That the Plaintiff be condemned to pay costs to the Defendant on the counter claim.
- e. Any other relief that the court may deem fit to grant.

Background

3. In the early 1990's some four youth groups namely Chebior youth group, Kaitany youth group, Kipsoen/Kapteren youth group and Irong youth group came together and acquired LR No. 9130 which was later converted to Segoit/Koiwaptaoi Block 12 (Katalel). The various groups collected money from their members and gave land to their members according to their contributions.
4. The Defendant is widow to the late John Bosco Rono who died on 21st February, 1995 (deceased). On 4th July, 1994, the deceased entered into an agreement with Barnabas Kiplagat Kilanya (Kilanya) who was a member of Kipsoen/Kapteren youth group. The deceased purchased 8.5 acres from Kilanya at a consideration of Kshs.255,000. The deceased then settled his family on the 8.5 acres. The deceased also purchased other parcels from Kipsoen/Kapteren youth group.
5. In 2014, the Plaintiff wrote a demand letter to the Defendant and claimed that she was occupying his land. He asked the Defendant to vacate part of her land. This is how this suit was filed against the Defendant.

Plaintiff's Case

6. The Plaintiff testified that he is the registered owner of LR No. Segoit/Koiwaptaoi Block 12 (Katalel)/593, 595 and 596 measuring 0.364 ha 0.364 ha and 0.728 ha respectively (suit properties). He purchased the suit properties which were three acres at a consideration of Kshs.150,000 per acre. This was in the year 2011. He stated that he was taken to the ground and shown the beacons by the officials of Kipsoen/Kapteren youth group.
7. He stated that when he was taken to the ground there was no one who occupied the suit properties. He further stated that the Defendant who owns parcel No. 594 which is adjacent to the suit properties trespassed to the suit properties in 2014 and has been cultivating the suit properties without any colour of right. He testified that he obtained titles to the suit properties in 2013. In 2014, he wrote a demand letter to the Defendant but that the Defendant has not moved out of the suit properties.
8. The Plaintiff called PW2 Christopher Tuitoek Kiplagat who was the overall chairman of the four youth groups. He testified that he was aware that the Plaintiff was allocated parcel number 593, 595, 596, 506, 608, 577, 508 among others. Titles for the Plaintiff were issued to him through facilitation of the officials of Kipsoen/Kapteren youth group.
9. Also called as Plaintiff's witness was PW3 Cosmas Kandie Cheptum. He testified that he was chairman of Kipsoen/Kapteren youth group. They carried out investigations on past and current officials of the youth groups. The investigation revealed that the officials had more land than what they had paid for. They then repossessed the extra land from each official who had not paid for the same. The repossessed land was then given to members who had paid but did not get land. He testified that Kilanya who was a past official had 11 acres. They repossessed from him 4 acres. He remained with 7 acres for which he had paid for. The members who were not able to get land had their money refunded. He testified that he knew the Plaintiff as owner of plot 595 and 596 and that the Defendant has six acres.



10. The Plaintiff's last witness was PW4 Philip K. Tuitoek who was treasurer of Kipsoen/Kapteren youth group and secretary of all the four youth groups. He is the one who had the records of all the youth groups and was custodian of all what was deliberated on by the officials of the groups. He stated that he knew the Plaintiff as owner of plot number 593, 595 596, 577 and 608 which he purchased from the officials.

Defendant's case

11. The Defendant testified that she is the wife of John Bosco Rono (Deceased) who died on 21st February, 1995. On 4th July, 1994, the deceased entered into a sale agreement with Kilanya for the purchase of 8.5 acres at a consideration of Kshs.255,000/= . At the time of signing the agreement, Kilanya was paid Kshs.200,000/= . On 12th September, 1994. Kilanya acknowledged in writing before a lawyer that he had been fully paid for the land.
12. The deceased had taken possession of the land which he had purchased and his remains were interred on the land on 25th February, 1995. The deceased also had purchased other parcels. The 8.5 acres was compromised in plot No. 121. Parcel 190 is half an acre.
13. In 1995, the Defendant who was an employee of Telekom Kenya wanted to take a loan from her employer. She approached the officials of Kipsoen/Kapteren youth group to write a letter for her confirming that she owned land. This was because titles had not been processed. The officials of Kipsoen/Kapteren youth group wrote a letter confirming that she was owner of plot 121 and 190. This letter was written by PW4 who was secretary of Kipsoen/Kapteren youth group. She obtained a loan and proceeded to put up a permanent house where she lives todate.
14. In 2013, she received a demand notice asking her to vacate form parcel number Sergoit/Koiwaptaoi/ Block 12 (Katalel)/593, 595 and 596 (suit properties). The Plaintiff had titles in respect of the suit properties. She testified that she has never subdivided her land and that the Plaintiff has never occupied the suit properties. She went and conducted a search which showed that the Plaintiff obtained titles to the suit properties on 30th August, 2013.
15. The Defendant further testified that the officials of Kipsoen/Kapteren youth group asked her to pay survey fees in respect of parcels owned by her. She paid the required fees.
16. The Defendant called a surveyor from Uasin Gishu County Survey office who produced a survey report of the status of the suit properties. She also called DW John Kiprop Chebor who confirmed that the deceased started staying on the land in 1995. He was aware that Kilanya had sold 8.5 acres to the deceased.

Submissions by the parties

Plaintiff's submissions

17. The parties were directed to file written submissions. The Plaintiff filed submission dated 10th February, 2025. The Plaintiff reiterated the evidence adduced by the parties herein. He submitted that whereas it was clear that the deceased purchased parcel 121 from Kilanya, it is not clear how parcel 190 was acquired. The Plaintiff further submitted that he had been issued with parcel NO. 246 and 247 which were subsequently given parcel number 595 and 596. For parcel No. 593, the Plaintiff submitted that this plot was obtained following an exchange with Kipchumba C. C. Byron who previously owned parcel No. 253. The Plaintiff then proceeded to get title for parcel number 593 and that Kipchumba C. C. Byron is not challenging the title.



18. The Plaintiff submitted that when the Brar Farm was surveyed, the Defendant's parcel Nos.121 and 190 changed to parcel No.406 and 476. He submitted that the Defendant has not sued the person who was issued with titles for parcel No. 406 and 476.

19. The Plaintiff submitted that he is the registered owner of the suit properties. He relied on the case of *In Re Estate of Raphael Ngugi (Deceased)*(2022) EKLR where it was stated as follows:

“Further, a certificate of title is prima facie held to be evidence of ownership of the stated land. This is provided for in Section 26 (1) of the *Land Registration Act* which provides:-

“The certificate of title issued by the Registrar upon registration or to a purchaser of land upon a transfer.... Shall be taken by all courts as prima facie evidence that the person named as proprietor shall not be subject to challenge, except:-

- a. On the ground of fraud or misrepresentation to which the person is proved to be a party; or
- b. Where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.”

20. The Plaintiff further submitted that no allegation of fraud were established by the Defendant against the Plaintiff. He relied on the case of *Emfil Limited –vs- Registrar of titles Mombasa and 2 others* (2014) eKLR where the court of Appeal stated thus:

“Allegations of fraud are allegations of a serious nature normally required to be strictly pleaded and proved on a higher standard than the ordinary standard of balance of probabilities.”

21. The Plaintiff submitted that the Defendant is a trespasser on the suit properties. He relied on Section 3(1) of the *Trespass Act* Cap 294 which states as follows:

“Any person who without reasonable excuse enters, is or remains upon, or erects any structure on, or cultivates or tills, or grazes stock or permits stock to be on, private land without the consent of the occupier thereof shall be guilty of an offence”.

22. He further relied on the case of *Rhoda S. Kiilu –vs- Jiangxi Water and Hydropower Construction Kenya Limited* (2019) eKLR where it was held as follows:

“Thus, trespass is an intrusion by a person into the land of another who is in possession and ownership”.

Defendant's Submissions

23. The Defendant filed her submissions dated 10th January, 2025. She submitted that despite the Plaintiff alleging that he purchased the suit properties from officials of Kipsoen/Kapteren youth group, there was no sale agreement or evidence of payment shown. The officials of the Kipsoen/Kapterem youth group who were his witnesses never produced anything to show that the Plaintiff purchased or paid for suit properties.

24. The Defendant submitted that the Plaintiff was not a bona fide purchaser for value. He did not carry out due diligence. She relied on the case of *Lawrence P. Mukiri Mungai, Attorney of Francis Muroki*



Mwaura –vs- Attorney General & 4 others (2017) EKLK which quoted a decision of the Court of Appeal of Uganda in the case of Katende –vs- Haridar (2008) 2 EA 173 where it was held as follows:

“For the purposes of this appeal, it suffices to describe a bona fide purchaser as a person who honestly intends to purchase the property offered for sale and does not intend to acquire it wrongly. For a purchaser to successfully rely on the bona fide doctrine, (he) must prove that:

- i. He holds a certificate of title;
- ii. He purchased the property in good faith;
- iii. He had no knowledge of the fraud;
- iv. He purchased for valuable consideration;
- v. The vendors had apparent valid title;
- vi. He purchased without notice of any fraud;
- vii. He was not party to any fraud”.

25. The Defendant further submits that she cannot be a trespasser on the suit properties which she has been occupying since 1994 when the deceased purchased the same. The Defendant further submits that the Plaintiff’s claim is statute barred as he filed his suit after 12 years. She relied on the case of Bosire Ogero –vs- Royal Media Services (2015) eKLR where it was held as follows:

“....The law of Limitation of Action is intended to bar the Plaintiffs from instituting claims that are stale and aimed at protecting Defendants against unreasonable delay in the bringing of suits against them. The issue of limitation goes to the jurisdiction of court to entertain claims and therefore if a matter is statute barred, the court has no jurisdiction to entertain the same. And even if the issue of limitation is not raised by a party to the proceedings, since it is a jurisdictional issue, the court cannot entertain a suit which it has no jurisdiction over.....”

26. The Defendant submitted that the titles to the suit properties were obtained through a corrupt scheme and can therefore be cancelled. She relied on Section 26 of the [Land Registration Act](#) which states as follows:

- “(1) The certificate of title issued by the Registrar upon registration, or to a purchaser of land upon a transfer or transmission by the proprietor shall be taken by all courts as prima facie evidence that the person named as proprietor of the land is the absolute and indefeasible owner, subject to the encumbrances, easements, restrictions and conditions contained or endorsed in the certificate, and the title of that proprietor shall not be subject to challenge, except—
- a. On the ground of fraud or misrepresentation to which the person is proved to be a party; or
 - b. Where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.



- (2) A certified copy of any registered instrument, signed by the Registrar and sealed with the Seal of the Registrar, shall be received in evidence in the same manner as the original”.

27. The Defendant further relied on the case of *Miroro –vs- Nyarumi & 5 Others* (Environment and Land Case 23 of 2019) (2023) KEELC 21533 (KLR) where it was held as follows:

“From the above it will be observed that title can be nullified under Section 26(2) (b) where it has been acquired illegally, unprocedurally or through a corrupt scheme and in such instance, the holder of the title does not need to be a participant in the issues that vitiate the title. This principle was affirmed in the case of *Elijah Makeri Nyangwara –vs- Stephen Mungai Njuguna*, Eldoret ELC No. 609B of 2012 (2013) EKLR, cited by Mr. Ogado. In our case, I am not in doubt, and I have narrated quite extensively, that the title of Tom Nyagami was a fraudulent title, and being so, it follows that the title of the Plaintiff is an illegal title or was procured unprocedurally. It is liable to cancellation.

28. Further reliance was placed on the case of *Elijah Makeri Nyangwara –vs- Stephen Mungai Njuguna & Another* (013) ekLR where it was stated as follows:

“The evidence in this case puts no one in doubt that the title to the 1st Defendant was obtained illegally, unprocedurally or through a corrupt scheme. The documents that conveyed title to him were forged. The title could not therefore have been obtained legally or procedurally. I am satisfied that the provisions of Section 26 (1) (b) have been met and that the title of the 1st Defendant is liable to be cancelled. I therefore proceed to cancel the title of the 1st Defendant and his registration as proprietor of the suit land. The Plaintiff should be registered as owner of the suit land. It is regretful that the 1st Defendant was snared by the scheme perpetuated by the 2nd Defendant. I sympathize with him but I must ensure that the real title holder is protected and that he is registered as the proper owner of the suit land”.

Analysis and Determination

29. I have carefully considered the evidence of the Plaintiff, that of the Defendant, the submission by the parties as well as the authorities cited. There is no contention that the Defendant’s deceased husband purchased plot 121 which was 8.5 acres from Kilanya. The agreement for sale is dated 4th July, 1994 and was produced as defence exhibit 2. The deceased had also other parcels identified as plot 190, 150 and 184 as confirmed through letter dated 8th May, 1995 produced as defence exhibit 4. There is also letter dated 8th December, 2003 asking the Defendant to pay survey fees for plot 121 and 190 which was produced as defence exhibit 5(b). There is another letter dated 8th May, 2001 asking the Defendant to pay Kshs.300/= for physical planning and other expenses. The letter was produced as defence exhibit 5(a).
30. The Plaintiff alleges that he purchased 3 acres in 2011 from the officials of Kipsoen/Kapteren youth group. Each acre was going for Kshs.150,000. The issues which emerge for determination are firstly, whether the Plaintiff purchased or was allocated the suit properties. Secondly, was there any lawful repossession of any portion of the Defendant’s land which would have been sold or allocated to the Plaintiff? Thirdly, whether the titles held by the Plaintiff were lawfully obtained. Fourthly, are the Plaintiff and Defendant entitled to the reliefs in the plaint and counterclaim. Lastly, which order should be made on costs.



Whether the Plaintiff purchased or was allocated the suit properties

31. The Plaintiff testified that he purchased three acres in 2011 from the officials of Kipsoen/Kapteren youth group. Each acre was going for Kshs.150,000/=. While the Plaintiff was being cross examined by the Defendant's lawyer, he stated that he did not have a sale agreement. He did not have evidence of payment of a total of Kshs.450,000/= which he allegedly paid for the three acres. He did not have any receipt for payment of survey fees or for any other payments required.
32. PW4 Philip K. Tuitoek testified that he was secretary of Kipsoen/Kapteren youth group. At the time of recruitment of group members, each member was registering by paying Kshs.5,000/= per acre and a subscription of Kshs.300/=. There was no evidence adduced to show whether the Plaintiff had registered by paying Kshs.5,000/= per acre or payment of Kshs.300/= subscription fees.
33. The Plaintiff first filed his bundle of documents on 8th May, 2014. This list contained copies of three titles and a demand letter dated 11th January, 2024. On 14th March, 2018, the Plaintiff filed a supplementary list of documents which again contained the document he had filed on 8th May, 2014 in addition to certificate of official search for parcel 595 and a map for Sergoit/Koiwaptaoi 12 (Katalal).
34. On 3rd June, 2021 while the Plaintiff was testifying, his advocate made an application to stand him down to enable him file certain documents. The application was opposed by the Defendant's counsel and the court rejected the application. The Plaintiff's advocate had claimed that the Plaintiff had filed a supplementary bundle of documents which was missing from the court file. The Judge observed that the supplementary list of documents and documents were on record and no reason was given why the document sought to be introduced was never filed then.
35. The Plaintiff again attempted to introduce documents through an application dated 10th September, 2021 citing the same reason that the documents which the Plaintiff had filed had been expunged from the record for unknown reasons. Again this application was rejected as there were no documents expunged from the record. The Plaintiff was trying to sneak in documents in support of his case without stating why he did not file them if he had them from 2011. It is clear that the Plaintiff neither purchased nor was allocated the suit properties by Kipsoen/Kapteren youth group.

Was there any lawful repossession of any portions of the Defendant's land which would have been sold or allocated to the Plaintiff

36. PW 3 Cosmas Kandie Cheptum who was called by the Plaintiff as his witness testified that he was the chairman of Kipsoen/Kapteren youth group. He stated that upon his election into office, investigations were carried out regarding land held by the current and former officials of the group. It was found that Kilanya who was a former official of the group had 11 acres but had only paid for 7 acres. He stated that 4 acres were repossessed from Kilanya and were given to members who had missed out and other members were refunded their money.
37. It is important to note that Kilanya had sold land to the deceased husband of the Defendant on 4th July, 1994. As at the time of the alleged repossession after 2003, Kilanya had long died. There was no evidence adduced to show that Kilanya had only paid for 7 acres to justify the additional acres to be taken away from the Defendant whose husband had purchased the land from Kilanya.
38. According to PW3, the Plaintiff was a member who had been allocated land by the group. The claim by PW3 that the Plaintiff purchased the repossessed land does not make sense given the fact that the repossessed land was meant for those who had missed out and was not for sale to persons like the Plaintiff.



39. The Defendant was not notified of the alleged repossession. If at all she was notified, there was no evidence adduced to show that that was the case. This being the case, I find that the alleged repossession and sale or allocation to the Plaintiff was unlawful.

Whether the titles held by the Plaintiff were lawfully obtained

40. It has been held time and again that where a title held by a person is being questioned, it is not enough for the person to dangle the title as his only evidence of ownership. He has to show that the root of the title was procedurally, fairly and lawfully obtained. In the instant case, other than the titles held by the Plaintiff, he has not given any evidence of purchase, payment for the same or any other documents to show that he lawfully obtained the titles.
41. The witnesses of the Plaintiff were all officials of Kipsoen/Kapteren youth group. They are the ones who claim that they sold the suit properties to the Plaintiff after repossessing 4 acres from Kilanya who had long died and is said to have been a former official. There was no evidence adduced to show that the Plaintiff paid for the suit properties.
42. The evidence of the Plaintiff's witnesses was contradictory. Whereas PW 2 Christopher Tuitoek who was the overall chairman of the youth groups testified that the Plaintiff was allocated the suit properties by virtue of being a member of Kipsoen/Kapteren youth group, PW 3 who was the chairman of Kipsoen/Kapteren youth group testified that the Plaintiff purchased the suit properties in 2011. This was the case with the evidence of PW 4 Philip K. Tuitoek who was the overall secretary of the four youth groups. He testified that the Plaintiff purchased the suit properties.
43. In *Bandi –Vs- Dzomo & 76 others (Civil Appeal 16 of 2020) (2022) KECA 584 KLR (24th June, 2022) (Judgment)* the Court of Appeal cited the case of *Munyu Maina –vs- Hiram Gathia Maina (2013) EKLR* where it was stated as follows:
- “..... when a registered proprietor's root of title is under challenge, it is not sufficient to dangle the instrument of title as proof of ownership. It is this instrument of title that is in challenge and the registered proprietor must go beyond the instrument and prove the legality of how he acquired the title and show that the acquisition was, legal formal and free from any encumbrances including any and all interests which would not be noted in the register.”
44. The titles for parcel Number 595 and 596 were created from the 8.5 acres which Kilanya had sold to the deceased, the husband of the Defendant. A surveyor from the County survey office of Uasin Gishu went to the ground and filed a report in court. The report showed that there were no boundaries separating parcel 595 and 596 from parcel No. 594 which is about 5 acres. The other three acres which are comprised in parcel 595 and 596 are what was unlawfully hived from the Defendant's land. Parcel number 593 is held by the Defendant as confirmed by the surveyor.
45. The Registry Index map produced by the Plaintiff as exhibit 5 shows clearly that parcel No. 595 and 596 are towards the lower side of parcel 594. All these two parcels are being utilized by the Defendant. The same case is with parcel 593. The survey report was produced as defence exhibit 7.
46. The suit was filed on 8th May, 2014. On 3rd June, 2021, the Plaintiff's advocate attempted to stand down the fourth witness to enable him introduce certain documents. The Application was rejected. He was given time to make a formal application. A formal application was made on 21st September, 2021. This application was dismissed in a ruling delivered on 21st April, 2022. In the dismissed application, the Plaintiff had sought to introduce an alleged agreement dated 13th December, 2011 in which he allegedly purchased plot Nos. 246, 247 and 261 at a consideration of Kshs.750,000/= . Also sought



to be introduced was a document dated 7th April, 2005 signed by PW4 Philip K. Tuitoek. In this document it was alleged that 4 acres had been repossessed from the Defendant who was left with 6 acres. This is because Kilanya who sold the land to her husband had not paid for the land. If this was the case, why was he again buying the same land he had been given in 2005 six years later? This is clear that he was trying to manufacture documents to support his crumbling case.

47. I am aware that documents which have been rejected as was in this case vide the court's ruling cannot be referred to in the same proceedings. There are however two exceptions to this rule of evidence. The first is where the rejection was due to procedural error and the second is where the documents are directly related to an issue in the case. In the instant case there is an issue which has arisen as to whether the suit properties were allocated or purchased by the Plaintiff. As has been demonstrated in paragraph 46, it is not possible that the Plaintiff was allocated the suit properties in 2005 yet he in the same breath claims to have purchased the same in 2011. The persons who were involved in both the sale agreement and the letter of 7th April, 2005 were officials of Kipsoen/Kapteren youth group and testified as PW2 and PW4. As earlier pointed out, their evidence is contradictory to the documents which they were party to and which the court rejected as being sought to be introduced unprocedurally and too late in the day.
48. The evidence adduced herein together with documents show that there was clearly a corrupt scheme between the Plaintiff and the officials of Kipsoen/Kapteren youth group. The officials contradicted each other. The Plaintiff could not explain how he obtained the land. He had titles which were obtained through facilitation of the officials of Kipsoen/Kapteren youth group. I therefore find that the titles held by the Plaintiff were obtained through a corrupt scheme.

Whether the Plaintiff's claim is statute barred

49. The Defendant raised the issue of limitation in the submissions. Submissions are not evidence or pleadings. The Defendant did not plead in the counterclaim that the Plaintiff's suit is statute barred. Though limitation is a jurisdictional issue which can be raised even if not pleaded, the evidence of the Plaintiff is that he purchased the suit properties in 2011. If this be the case, then this suit is not statute barred having been filed within 3 years from the time of alleged purchase.

Whether the Plaintiff and Defendant are entitled to the reliefs in the plaint and counterclaim

50. As is clear from the analysis hereinabove the Plaintiff has failed to prove that he is entitled to any of the reliefs in the plaint. The Defendant is not a trespasser on land she lawfully owns. The titles held by the Plaintiff were obtained through a corrupt scheme. This means that there can be no eviction order against the Defendant who owns the suit properties.
51. The court having found that the Plaintiff unlawfully through a corrupt scheme obtained titles to the suit property, the said titles cannot stand. They have to be cancelled.

Disposition

52. From the analysis hereinabove, the Plaintiff has failed to prove his case and the same is dismissed with costs to the Defendant. On the other hand, I find that the Plaintiff has proved her counterclaim on a balance of probabilities. I enter judgement in her favour against the Plaintiff as follows:
- a. A declaration that the Plaintiff's titles in Sergoit/Koiwaptaoi Block 12 (Katalel)/593, 595 and 596 were unlawfully obtained through a corrupt scheme.
 - b. An order is hereby given cancelling titles in Sergoit/Koiwaptaoi Block 12 (Katalel)/393, 595 and 596.



- c. The land Registrar Uasin Gishu Lands Registry is directed to cancel the name of the Plaintiff in the register for Sergoit/Koiwaptaoi Block 12 (Katalel)/393, 395 and 396 and in place thereof register the name of the Defendant as proprietor thereof.
- d. The Defendant shall have the costs of the counterclaim.

JUDGMENT DATED, SIGNED AND DELIVERED VIA MICROSOFT TEAMS THIS 30TH DAY OF MAY, 2025.

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HON. E. O. OBAGA

JUDGE

In The Presence Of:

Ms. Sielei for Defendant.

Mr. Ogutu for Plaintiff.

Court assistant Steve Musyoki

