



REPUBLIC OF KENYA



**KENYA LAW**  
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**Wanjihia v Wainaina t/a John Commercial Agencies & 4 others (Civil Case 1018 of 2013) [2022] KEELC 15558 (KLR) (20 December 2022) (Ruling)**

Neutral citation: [2022] KEELC 15558 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
CIVIL CASE 1018 OF 2013  
EK WABWOTO, J  
DECEMBER 20, 2022**

**BETWEEN**

**EDWARD JANSON MWANGI WANJIHIA ..... PLAINTIFF**

**AND**

**ALEX WAINAINA T/A JOHN COMMERCIAL AGENCIES ..... 1<sup>ST</sup> DEFENDANT**

**PHONE DEALERS EMBAKASI TASSIA STAGE (MPESA) ..... 2<sup>ND</sup> DEFENDANT**

**IRENE KARANJA T/A GLORY MOTOR CYCLES ..... 3<sup>RD</sup> DEFENDANT**

**EUNICE KANGETHE T/A EUNILITE ELECTRICAL HARDWARE  
STALL ..... 4<sup>TH</sup> DEFENDANT**

**KENNEDY NYAPINDA T/A KEN INVESTMENT ..... 5<sup>TH</sup> DEFENDANT**

**RULING**

1. This suit was instituted *vide* a plaint dated August 19, 2013 wherein the plaintiff sought for the following orders against the defendant jointly and severally: -
  - a. Eviction of the defendants, their tenants, sub-tenants, lessees', employees, agents, servants and any other persons claiming under them from of all that piece of land known as LR No Nairobi/Block 97/384 or in the alternative,
  - b. A mandatory injunction compelling the defendants, their tenants, sub-tenants, lessees', employees, agents, servants and any other persons claiming under them to vacate and or hand over vacant possession to the plaintiff of LR No Nairobi/Block 97/384.
  - c. Mesne profits for occupation of the land from January 2012 upto the date of handing over vacant possession.
  - d. Any other relief that this honourable court



2. The suit was opposed by the 1<sup>st</sup> defendant who filed a statement of defence dated September 6, 2013. There were no pleadings nor any response filed by the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> defendants and neither did they participate in the proceedings.

### **The Plaintiff's Case.**

3. The plaintiff pleaded that on or about the month of January 2012, the 1<sup>st</sup> defendant unlawfully encroached, trespassed and or entered and built temporary structures on Nairobi/Block 97/384 purporting to be the owner which was leased to the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> defendants without the knowledge, notice and permission of the registered owner and thereby denying her the right to use the property as she deserved.
4. It was also averred that despite demand and notice of intention to sue for eviction, the defendants never vacated the premises.
5. During the hearing of the suit, on February 8, 2022, the plaintiff testified as PW1 and also called Eric Nguyu Mulandi who testified as PW2 on March 11, 2022.
6. It was the testimony of PW1 that he was the duly appointed attorney of Ms Jane Waigwe Gathura pursuant to the power of attorney dated June 17, 2013 which was produced as P exhibit 1. PW1 also adopted his witness statement dated August 19, 2013 and also produced the following documents as evidence in chief and in support of the plaintiff's case. These included the following: -
  1. Plaintiff's exhibit 1 – the power of attorney dated August 19, 2013.
  2. Plaintiff's exhibit 2 – certificate of lease.
  3. Plaintiff's exhibit 3 – certificate of search dated July 10, 2013
  4. Plaintiff's exhibit 4 – report on the investigation of Nairobi/Block 97/384.
  5. Plaintiff's exhibit No 5 – copies of the demand letter.
7. It was also stated that the plaintiff was legally registered as the lessee of the property on August 5, 2011 and has continued to pay land rates to date.
8. It was further stated that the plaintiff faced hostility from the 1<sup>st</sup> defendant and has not been able to take possession of the same to date.
9. On cross-examination by the 1<sup>st</sup> defendant's advocate, there was a sale agreement which had not been produced in court. He also stated that due diligence was done prior to its purchase and the property was free from any pending cases. There were no other third parties claiming ownership over the said property.
10. On re-examination, he stated that the plaintiff did not have any agreement with the defendant.
11. The next to give evidence on behalf of the plaintiff was Eric Nguu Mulandi who testified as PW2. He relied entirely on his witness statement dated August 19, 2013 and his report dated June 24, 2013.
12. On cross-examination by counsel for the 1<sup>st</sup> defendant, he stated that he was instructed by M/S Wambugu and Muriuki Advocates and not the plaintiff to prepare the report. The instructions were to establish the owner of the suit property and what activities were being undertaken on the suit property.
13. He stated that the property had 14 temporary structures which had been made from iron sheets and containers, though it appeared that only 5 structures had been rented out. He also stated when he



visited, he established that Alex Wainaina T/a John Commercial Agencies was the person who would receive the rent that was being paid by the tenants. He also stated that he did not know for how long the structures had been in existence on the property.

#### **The case of the 1st Defendant.**

14. The 1<sup>st</sup> defendant gave evidence and adopted his witness statement dated September 6, 2013. He also relied on his bundle of documents which were filed on August 6, 2018 which were also adopted by the court.
15. He stated that he bought the suit property on November 30, 2007 from a public auction which owing to the failure of its then registered owner Falcon Properties Limited to pay the outstanding rates due and owing to the defunct city council of Nairobi.
16. He also stated that Falcon Properties Limited had also challenged the sale of the suit property by public auction and the case was still pending at the Court of Appeal at the time of filing his defence to the suit.
17. On cross-examination by counsel for the plaintiff, he stated that he had written a letter seeking to purchase the property for Kshs 15,000,000/- though he had not communicated with the plaintiff prior to writing the same. He also stated that he could not remember the exact dates on which he purchased the property and neither has he been paying any rates since he has never received any rates demand from the county. He also stated that he did not know that the plaintiff had title documents to the suit property. He further stated that he did not do a search because the property was being sold through a public auction. He also conceded to not having title documents to the said property.
18. On further cross-examination, he stated that he could not remember the name of the auctioneer since it was his brother who went to the auction and attended on his behalf. He also stated that he has built rental houses in the property where he collects over Kshs 50,000/- per month as rental income.
19. On re-examination, he stated that he took possession of the property in 2007 when it had been sold by auction on behalf of Nairobi City County. He also stated that he has also sued Falcon Properties Limited which case is still pending.

#### **The case of the 2nd, 3rd, 4th and 5th Defendants.**

20. The 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> defendants despite being aware of the proceedings, never filed any response neither did they participate in this matter.

#### **The submissions by the Plaintiff.**

21. The plaintiff filed submissions dated September 23, 2022 together with rejoinder submissions dated November 2, 2022. In the opening paragraphs of the submissions, the plaintiff explained the dispute before the court and the parties respective claims. The plaintiff also gave a summary of the evidence tendered by each party at the trial.

The plaintiff framed six issues for determination by the court which was adequately submitted on. The issues were: -

- a. Whether the plaintiff is the bona fide owner of the suit property.
- b. Whether the defendants have illegally and unlawfully encroached on the plaintiff's property.
- c. Whether a mandatory injunction compelling the defendant's and their agents from the suit property is due.



- d. Whether the defendant should be compelled to pay mesne profit to the plaintiff from January 2012 to the date of the judgment.
  - e. Whether an eviction order against the defendant's and their agents from the suit property is due.
  - f. Whether the defendant's should be condemned to pay the costs of the suit.
22. The plaintiff submitted that the 1<sup>st</sup> defendant did not produce any document of ownership and further had admitted in cross-examination that he had not paid any rates in respect to the suit property. Counsel also made reference to sections 24(6), 25(1) and 26(1) & (2) of the Land Registration Act in support of the plaintiff's case. Reliance was also made to the cases of Alice Chemutai's Too v Nickson Kipkurui Korir & 2 others (2015) eKLR and Jonah Omoyoma v Bonface Oure & 2 others (2021) eKLR in support of the plaintiff's case.
  23. It was submitted that owing to the evidence that was adduced, the court ought to indeed confirm the plaintiff Ms Jane Waigwe Gathura is the bonafide owner of the suit property.
  24. On whether the defendants have illegally and unlawfully encroached on the plaintiff's property, it was submitted that from the evidence of PW1, it was clear that all efforts to have access to the suit property had been futile owing to the hostility from the defendants. The defendants had further made construction on the property and they continue to receive monthly rental income in excess of over Kshs 50,000/-. Reliance was made to the case of Moya Drift Farm Limited v Theuri (1973) EA 114.
  25. It was also submitted that owing to the encroachment and trespass by the defendant's, an order of mandatory injunction compelling the defendant's and their agents to vacate the suit property should be issued since the defendants are enjoying what is not rightful theirs. The case of Megascop Healthcare Kenya Limited v Nation Media Group Limited & 4 others (2021) eKLR was cited in support of this position.
  26. It was further submitted that unless an eviction order is issued, the defendants will continue to stay in the said property. The defendant's conduct has denied the plaintiff her right to possession and ownership of the suit property. The case of Phyllis Wangui Kitavi & another v Stephen Parasho Kaito (2021) eKLR was cited in support of the said position.
  27. The plaintiff also submitted that the 1<sup>st</sup> defendant had admitted earning rental income of at least Kshs 50,000/- per month from the suit property despite having no ownership documents. As such the plaintiff is entitled to the claim of mesne profits together with costs of the suit.

### **The 1st Defendant's Submissions.**

28. The 1<sup>st</sup> defendant filed his submissions dated October 26, 2022. The 1<sup>st</sup> defendant gave a brief summary of each party's case as pleaded and evidence tendered in support thereof. The 1<sup>st</sup> defendant framed seven issues for determination by the court. The issues were: -
  - a. Is the plaintiff's title to the suit plot impeachable on the basis that it was procured irregularly, illegally, unprocedurally or through a corrupt scheme?
  - b. Can the plaintiff who has never been in possession of the suit plot lay a claim against the defendant for encroachment over the suit plot which he has never occupied.
  - c. Did the defendant enter the suit plot lawfully and with reasonable excuse and was he entitled to carry out the developments thereto?



- d. Does the prayer by the plaintiff for mesne profits lie when the same has not been pleaded nor specifically ordered?
  - e. Can the prayer for eviction and/or mandatory injunction issue in a vacuum without a determination of the test of trespass?
  - f. Has the plaintiff proved his case on a balance of preponderance?
  - g. What are the appropriate orders for costs of this suit on the facts and the law before court?
29. On his first issue, the 1<sup>st</sup> defendant submitted that the court cannot turn a blind eye to sanitize irregularity and unprocedural acquisition of property all in the name of indefeasibility of titles. The case of *Samuel Odbiambo Oludhe & 2 others v Jubilee Jumbo Hardware Limited & another* (2018) eKLR where the court stated as hereunder was cited: -
- “.....the protection is removed and title can be impeached, if it is procured through fraud or misrepresentation, to which the person is proved to be a party, or where it is procured illegally, unprocedurally, or through a corrupt scheme.....However, where a person intends to indict a title on the ground that the title has been acquired illegally, unprocedurally, or through a corrupt scheme, my view has been and still remains, that it is not necessary for one to demonstrate that the title holder is guilty of any immoral conduct on his part.”
30. It was contended that the plaintiff knew and has always known at all material times that the 1<sup>st</sup> defendant was lawfully and legally in possession of suit property and has not demonstrated assuming possession of the same. The 1<sup>st</sup> defendant also added that since the plaintiff must have carried out due diligence and was cognizant of the fact that the 1<sup>st</sup> defendant bought the suit property from an auction, it can only be concluded that the plaintiff acquired the same irregularly, unprocedurally, unlawfully and through a corrupt scheme in order to use the illegally acquired document of title to dispose the defendant of ownership.
31. On the issue of whether or not the plaintiff who has never been in possession of the suit property can lay a claim against the defendant for encroachment over the suit plot which he has never occupied, the 1<sup>st</sup> defendant in making reference to the case of *Cecilio Murango Mwenda & 6 others v Isaac Kimathi Ikunga* (2019) eKLR, and section 3(1) of the *Trespass Act* chapter 294 of the Laws of Kenya submitted that a person who is not in possession of a parcel of land cannot claim intrusion upon a parcel of land which is non-existent. The 1<sup>st</sup> defendant argued that in order to prove the test and the offence of trespass the following ingredients must be proved: -
- a. The culprit must wrongfully enter on another persons’ physical property.
  - b. The culprit must unjustifiably intrude upon the land in possession of another.
  - c. The person alleging trespass must prove that the defendant invaded his land or interfered with his possession without justification.
32. According to the 1<sup>st</sup> defendant, the plaintiff has never been in possession of the suit property even for a single day and has never attempted to assume possession of the same since the suit property was unlawfully and illegally registered in the donor’s name.
33. It was also submitted that the plaintiff never pleaded when exactly he entered on to the suit plot which would be mandatory for a suit for trespass and more significantly nowhere has the plaintiff required this court to find that the 1<sup>st</sup> defendant is guilty of the offence of trespass or criminal trespass. No evidence has been led to prove any unlawful encroachment and/ or invasion of the suit plot by the defendant



- and the attempt by the plaintiff to claim unlawful encroachment and trespass without pleading actual possession and physical ownership of the suit property does not insinuate that the defendant is a trespasser.
34. It was also submitted that 1<sup>st</sup> defendant acquired the property by way of public auction for valuable consideration and the entry and possession of the same has not been controverted in any way by the plaintiff and it is therefore clear that his entry was lawful, justifiable and excusable so too was his entitlement to carry out development thereto.
  35. On the claim for mesne profit, it was submitted that the same was not pleaded and hence not for granting. Reliance was made on the cases of *Peter Lavatsa Kabwoya Korir v Soin United Woven Group (sued through Eunice Towett, Jane Mwolomet, Lucio Chebocho* (2018) eKLR in support of the said position.
  36. On whether or not the claim of eviction should be issued, the same was opposed by the 1<sup>st</sup> defendant who submitted that the plaintiff had not laid any evidence to prove that the 1<sup>st</sup> defendant is a trespasser and/or that he is in breach of a legal right that would attract the sanction that is envisaged by both eviction and mandatory injunction.
  37. The 1<sup>st</sup> defendant concluded his submissions by urging the court to dismiss the plaintiff's suit with costs since the same had not been proved to the required standard.

#### **The Plaintiff's Rejoinder Submissions.**

38. The plaintiff filed rejoinder submissions dated November 2, 2022. The plaintiff submitted that the rejoinder submissions had been filed owing to the fact that the 1<sup>st</sup> defendant had raised new issues in his submissions which necessitated the rejoinder.
39. The plaintiff submitted that the 1<sup>st</sup> defendant had misled the court at paragraph 8 and 9 of his submissions on the issue of the alleged auction since during trial, DW1 had conceded in cross-examination that he did not know the date of the alleged auction and that only his brother attended on his behalf and further the said brother was not called as witness.
40. It was also submitted that the said brother to the 1<sup>st</sup> defendant was never called as a witness to testify during trial. It was also submitted that the 1<sup>st</sup> defendant had misled the court by submitting that they had made constructions on the suit property before the plaintiff purchased the same.
41. It was further submitted that the defendant had raised new issues in his submissions which had not been pleaded nor adduced as evidence during trial. Reference was made to paragraph 15 of the 1<sup>st</sup> defendant's submissions which made reference to a court order that was not produced and also paragraph 13 which made reference to a letter that was equally not produced in evidence. Further reference was also made in respect to paragraph 22 and 23 of the defendants submissions where the plaintiff submitted that without evidence and not pleading on the same, the defendant had submitted that he was in possession of the suit property.
42. The plaintiff reiterated that new issues were raised in the defendant's submissions which should not be considered by the court. The case of *Clips Limited v Brands Imports (Africa) Limited formerly named Brand Imports Limited* (2015) eKLR was cited in support of this position.
43. The plaintiff also submitted that the defendant never raised any counterclaim to impeach the plaintiff's title and hence, his submissions in respect to the same ought to be ignored.



44. In respect to the orders that had been sought by the plaintiff, it was submitted that the plaintiff was entitled to the orders sought in the plaint having proved the plaintiff's case to the required standard. It was also submitted that should the court not award mesne profit then an award of general damages of Kshs 12,096,000/- ought to be granted.

#### **Analysis Of The Issues Arising And Determination.**

45. I have considered the pleadings, the evidence adduced by the parties in support of their respective cases and the submissions raised by the advocates for the parties. Each party framed its own issues. From the pleadings, the issues arising for determination in this suit in my view are the following: -

- i. Whether the plaintiff is the bonafide owner of the suit property.
- ii. Whether the 1<sup>st</sup> defendant's submissions raises new issues which were not pleaded nor had evidence adduced thereof.
- iii. What are the appropriate remedies that can issue herein.

46. I will now proceed to handle the issues sequentially.

Issue No 1

Whether the plaintiff is the bonafide owner of the suit property.

47. As a starting point, it is important to recall what the Court of Appeal stated in [\*Samuel Kamere v Lands Registrar, Kajiado\*](#) [2015] eKLR:

“It is evident that there are two competing claims over the suit property, and we have said that the plaintiff's proprietary interest is already established. Since the appellants' title is under challenge, in order to be considered a bonafide purchaser for value, he must prove that he had acquired a valid and legal title, secondly, that he carried out the necessary due diligence to determine the lawful owner from whom he acquired a legitimate title, and thirdly that he paid valuable consideration for the purchase of the suit property.”

48. Article 40 of the [\*Constitution\*](#) of Kenya elaborates on the right to own property in Kenya.

49. The plaintiff and the 1<sup>st</sup> defendant herein both have a right to own property. While a certificate of title shows that the holder of the same is the indefeasible owner of land in question, the evidence that was adduced by both oral and documentary evidence shows that the plaintiff has title to the suit property as contemplated in section 24 as read together with section 26 of the [\*Land Registration Act\*](#) 2012.

50. During trial, the 1<sup>st</sup> defendant adduced evidence to the effect that he bought the property pursuant to a public auction conducted on December 8, 2007 which auction was being conducted pursuant to the instructions of the defunct City Council of Nairobi for recovery of outstanding rates against Falcon Properties Limited.

51. It was also evident that the 1<sup>st</sup> defendant took possession of the same and leased to the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> defendants at different times. The 1<sup>st</sup> defendant also adduced evidence to the effect that he was unable to acquire the title in respect of the same owing to a case that had been filed by Falcon Properties Limited challenging the auction.

52. The certificate of lease that was produced by the plaintiff in respect to the suit property Nairobi/Block 97/384 shows that the same was issued to Jane Waigwe Gathura on August 5, 2011. The testimony that was adduced by PW1 showed that the suit property was acquired by the plaintiff from the original



owner in July 2011 in a transaction that culminated into the registration of the transfer on August 5, 2011 and subsequent issuance of certificate of lease on August 5, 2011.

53. In the 1<sup>st</sup> defendant's statement of defence dated September 6, 2013, the 1<sup>st</sup> defendant averred that he registered a caution against the title for the suit property and also averred that the plaintiff has no proprietary claim against the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> defendants.
54. From the evidence that was tendered herein, the plaintiff certificate of lease was issued herein after the 1<sup>st</sup> defendant had already purchased the suit property by way of public auction that was undertaken on December 8, 2007. In view of the foregoing, it is therefore the finding of this court that the plaintiff has not been able to satisfactorily convince this court that he is the bonafide and legitimate owner of the subject property.

#### Issue No 2

Whether the 1<sup>st</sup> defendant's submissions raises new issues which were neither pleaded nor had evidence adduce thereof.

55. In the rejoinder submissions filed by the plaintiff herein, the plaintiff challenged the 1<sup>st</sup> defendant's submissions on record and submitted that the new issues raised which were neither pleaded nor adduced as evidence during trial ought to be ignored.
56. In expounding the foregoing, the plaintiff made reference to paragraphs 8,9 and 12 of the 1<sup>st</sup> defendant's submissions relating to the alleged auction and paragraphs 15, 19, 22 and 23 to the effect that there were separate court proceedings filed at the High Court challenging the auction and also challenging the acquisition of the property by the plaintiff.
57. The plaintiff further argued that the new issues raised by 1<sup>st</sup> defendant ought to be ignored.
58. The law is clear that parties are bound by their pleadings. A pleading is not evidence and neither can evidence amount to a pleading. section 3 of the *Evidence Act* cap 80 of the Laws of Kenya defines evidence as: -

“Evidence denotes the means by which an alleged matter of fact, the truth of which is submitted to investigation is proved or disproved and without prejudice to the foregoing, generally includes statements by accused persons, admission and observation by the court in its judicial capacity.”

59. Madam J in *CMC Aviation Ltd v Cruise Air Ltd (I)* (1978) KLR 103 stated: -

“pleadings contain averments of the three concerned until they are proved or disproved or there is admission of them or any of them by the parties they are not evidence and no decision would be founded upon them. Proof is the foundation of evidence.”

60. In *Dave v Pulham* (1982) 148, the High Court of Australia persuasively set out functions of pleadings as follows: -

“Pleadings and particulars have a number of functions, they furnish a statement of the case sufficiently clear to allow the other party a fair opportunity to meet, they define the issues for decision in the litigation and thereby enable the relevance and admissibility of evidence to be determined at the trial and they give a defendant an understanding of a plaintiff's claim in aid of the defendant's right to make a payment into court...”



61. In respect to submissions, court have time without number stated that submissions are not evidence neither can they introduce new issues. Consequently, in legal proceedings, evidence ought not to be introduced by way of submissions. As was held by Mwera, J (as he then was) in *Erastus Wade Opande v Kenya Revenue Authority & another* Kisumu HCCA No 46 of 2007:

“Submissions simply concretise and focus on each side’s case with a view to win the court’s decision that way. Submissions are not evidence on which a case is decided.”

62. In the case of *Nancy Wambui Gatheru v Peter W Wanjere Ngugi* Nairobi HCCC No 36 of 1993 the court stated as follows:

“Indeed and strictly speaking submissions are not part of the evidence in a case. Submissions, to this court’s view, are a course by which counsel or able litigants focus the court’s attention on those points of the case that should be given the closest scrutiny in order to firmly establish a claim/charge or disprove it. Once the case is closed a court may well proceed to give its judgement. There are many cases especially where parties act in person where submissions are not heard. Even some counsel may opt not to submit. So, submissions are not necessarily the case.”

63. Being guided by the foregoing, I have keenly perused the statement of defence filed by 1<sup>st</sup> defendant and further evaluated the evidence that was adduced by the parties herein and further considered the specific issues outlined by the plaintiff as being new issues raised by the defendant and it is the finding of this court that the submissions filed by the 1<sup>st</sup> defendant herein did not raise any new issues that were not pleaded nor that which emanated from the documentary and oral evidence that was adduced by the parties herein. As such the plaintiff’s allegations in respect to the same are made without any basis.

Issue No 3

What are the appropriate remedies to issue herein.

64. The plaintiff sought for several reliefs in the plaint dated August 19, 2013. However, the court has already found that the plaintiff is not the bonafide of owner of the suit property. In the case of *Alice Chemutai Too v Nickson Kipkurui Korir & 2 others* (2015) eKLR the court held that: -

“.....it needs to be appreciated that for section 26(1) (b) to be operative, it is not necessary that the title holder be a party to the vitiating factors noted therein which are that the title was obtained illegally, unprocedurally or through a corrupt scheme.

The heavy import of section 26 (1) (6) is to remove protection from an innocent purchaser or innocent title owner. It means that the title of an innocent purchaser is impeachable so long as that title was obtained illegally, unprocedurally or through a corrupt scheme. The title holder need not have contributed to these vitiating factors.”

65. The plaintiff’s title was procured unprocedurally when already the suit property had been sold by public auction. In view of the foregoing, I am unable to grant the plaintiff’s the reliefs sought herein.
66. On costs, the same is a discretion of the court. However, looking at the circumstances of this case, I will direct that each party bear own costs of the suit.
67. In conclusion, the court finds that the plaintiff’s suit against the defendants has not been proved to the required standard and the same is dismissed with an order that each party bears own costs of the suit.

Judgment accordingly.



**DATED, SIGNED AND DELIVERED VIRTUALLY THIS 20TH DAY OF DECEMBER 2022.**

**E.K. WABWOTO**

**JUDGE**

In the presence of:

Mr. Mola for the Plaintiff.

N/A for the Defendants.

Court Assistant: Caroline Nafuna.

