



**REPUBLIC OF KENYA  
IN THE HIGH COURT OF KENYA AT NAIROBI  
CIVIL CASE NO.2561 OF 1994**

**KARAGITA SELF HELP GROUP ..... PLAINTIFF  
VERSUS  
SIMON KAMAU KANGETHE ..... DEFENDANT**

**JUDGMENT**

The plaintiffs M/s Karagita Self Help mixed group had entered into an agreement with the defendants to purchase a total of 41.1 acres of land. This was pursuant to a sale agreement dated the 14th of July 1993. On the 16.5.,94 M/s Andanje & Company advocates wrote to the plaintiffs confirming that they had paid the full purchase price and had fulfilled the requirements of the contract. The defendants failed to transfer the property to the plaintiffs. The plaintiffs sued the defendants for orders of:-

a) ... an injunction restraining the plaintiffs from selling or cultivating the said suit land.

b) ... eviction of the defendants, his servant and or agents from the land.

c) Mesne profits

d) An order to transfer the suit premises to the plaintiffs. On the 6th of June 2000 the defendants failed to attend court during the hearing. They are duly served through their advocates and an affidavit of service filed.

I proceeded to hear this case under Order 9b r 3 CPR.

The plaintiffs called evidence to show that there was a sale agreement entered into with the defendant, that a land control board consent had been obtained, that a letter of full performance of the contract had been made and that the plaintiffs holds a registration certificate.

When they went to claim the land the defendant refused. It was further seen that the land had a mortgage on it. This was after they had done a search.

From the records before me a defence had been filed. It stated that the plaintiff had failed to complete the transaction within 90 days. This though, is in contradiction to the letter from the advocate handling the sale agree of 14.7.93 which stated that the fulfilment of the contract had been met. Further, from the records an attempt to join other parties to this suit failed. The plaintiff re-amended the plaint to sue the defendants only.

I hereby enter judgement as prayed in the Plaint except for mesne profits not proved. I further declare that the plaintiffs are entitled to specific performance of the contract agreement.

I award costs of this suit to the plaintiff.

**Dated this 7th day of June, 2000 at Nairobi.**

**M.A. ANG'AWA**

**JUDGE**