



Owuor & another v Kenya Electricity Transmission Company (Petition E005 of 2024) [2025] KEELC 652 (KLR) (7 February 2025) (Ruling)

Neutral citation: [2025] KEELC 652 (KLR)

REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT HOMA BAY

PETITION E005 OF 2024

FO NYAGAKA, J

FEBRUARY 7, 2025

IN THE MATTER OF ALLEGED CONTRAVENTION OF THE CONSTITUTION RIGHTS AND FUNDAMENTAL FREEDOMS UNDER ARTICLES 10,25,27,28,35,40,43,46,47 AND 50 OF THE CONSTITUTION OF KENYA, 2010

AND

IN THE MATTER OF THE LAND ACT, CAP 280 LAWS OF KENYA

AND

IN THE MATTER OF THE LAND (ASSESSMENT OF JUST COMPESATION) RULES, 2017

AND

IN THE MATTER OF ALLEGED CONTRAVENTION OF THE RIGHT TO PROPERTY

AND

IN THE MATTER OF ALLEGED COTNRAVENTION OF THE RIGHT OF ACCESS TO INFORMATION

BETWEEN

DANIEL OGENO OWUOR 1ST PETITIONER

DAVID OGENO OWUOR 2ND PETITIONER

AND

KENYA ELECTRICITY TRANSMISSION COMPANY RESPONDENT

RULING

1. The Petitioners brought the instant Petition under various Articles of *the Constitution* of Kenya, as listed in the heading of the Petition, besides two statutes, being the *Land Act* and the *Access to Information Act*, and a subsidiary legislation, specifically the Land (Assessment of Just Compensation)



Rules, 2017. It was their claim that the Respondent which is a state corporation created established paragraph 8 of the 3rd Schedule of the [Energy Act](#), Chapter 314 Laws of Kenya violated several of their constitutional and fundamental rights and freedoms. Their further claim was that their late father, Dalmas Ogeno Owuor was the registered proprietor of all the two parcels of land comprised in title numbers North Nyokal/Kawaili/232 (hereinafter referred to as “parcel No. 232”) and North Nyokal/Kawili/1878 (hereinafter referred to as “parcel No. 1878”).

2. On 20th November 2020, the Respondent issued letters of offer to the Estate of the deceased for creation of a wayleave corridor over the suit properties. Parcel No. 232 was 1.596.5 acres, against which the Respondents proposed compensation of in the sum of Kshs. 239, 476.97, translating to a sum of Kshs. 150,000 per acre. The area affected in respect of parcel No. 1878 was 2.5478 acres whose proposed compensation was Kshs. 382,177, translating also to Kenya Shillings 150,000/= per acre. It was their further claim the wayleave corridor total use was 4.143 acres whose total compensation was in the sum of Kshs. 621, 653.97/=. The proposed compensation fell below the market value of land in the region pursuant to valuation reports shared by valuers. They averred that the market value of the property would range above 1,000,000/= per acre. The proposed combination was woefully inadequate and insufficient.
3. On 15th January 2021, the Letters of Offer were signed by Peter Otieno Owuor purporting to act on behalf of the estate but without procuring the grant of Letters of Administration. Estate. Therefore, he did not have power to bind Estate. On 10th December 2021 the representative of the deceased Estate signed Easement agreement in respect of the properties.
4. From 20th November 2020, the compensation for the wayleave corridor had not been paid. Despite numerous efforts by the Estate of the deceased to have audience with the Respondent there had been little cooperation from the latter’s side. Therefore, compensation was inadequately unjust and not promptly paid as required under Article 40 of [the Constitution](#). The Petitioners challenged the proposed compensation as insufficient. Further, despite the countless attempts to discuss the proposed compensation to align it with the prevailing market rates, the Respondent had been adamant hence this Petition. Further, the inadequate and insufficient compensation having not been paid promptly by the Respondents amounted to a violation of the petitioner’ rights to property under Article 40 of [the Constitution](#), the Respondent was not willing to negotiate compensation over the wayleave. The respondent had started erecting electric transmission towers on the suit properties without concurrence of the estate of the deceased.
5. They pleaded further that there was a real and imminent threat to the petitioner's rights and fundamental freedoms as the result of the erection of electricity transmission lines as well as the Respondent’s acts comprised in the inadequate and unjust and insufficient compensation. They relied on Articles 19(2), 25, 40, 43 and 50 of [the Constitution](#) of Kenya. They prayed for: -
 1. A declaration that their fundamental rights and freedoms as enshrined under [the Constitution](#) had been contravened and infringed.
 2. A declaration that the unjustified compensation proposed by the Respondent was a violation of the petitioners’ constitutional rights under Article 40.
 3. An order compelling the Respondents to adjust the proposed compensation to match the market rates of compensation.
 4. Compensation for the loss of income as a result of damage to crops and trees.
 5. Costs of the Petition.



6. Alternatively, an order quashing the agreement and restraining the Respondent, its servants and/or agents or employees from any further activity on the suit land (sic).
7. The Respondent filed a Preliminary Objection dated 7th October 2024. The Objection was based on three (3) grounds which were that,
 1. The honorable court lacks jurisdiction to hear and determine this suit in view of Sections 3(1) 10, 11(e), (f), (i), (k) and (l), 23, 24, 36, 40, 42 and 224 E of the Energy Act 2019, together with Regulations 2, 4, 7 and 9 of the Energy (Complaints and Disputes Resolution) Regulations 2012.
 2. The honorable court lacks jurisdiction to entertain these suitable pursuant to the easement agreement entered into between the parties.
 3. That the petitioners lack locus standard to institute this suit against the respondent.
8. The parties filed their written submissions. The Petitioners filed theirs dated 11th of November 2024. They submitted in opposition to the Preliminary Objection, arguing that this court has both original and appellate jurisdiction as envisaged under Article 162 (2) (b) of the Constitution as read with Section 13 of the Environment and Land Court Act. They cited Rule 4(1) of the Constitution of Kenya (Protection of Rights and Fundamental Freedoms) Practice and Procedure Rules, 2013 (herein referred to as the Mutunga Rules) which give courts exclusive original jurisdiction to redress contravention of rights and fundamental freedoms.
9. They invited the court to note that the claim herein was multifaceted to redress human rights violations and settle a wayleave dispute. For that reason, this Court enjoys original jurisdiction on constitutional interpretation of human rights involved. They added that the Energy Petroleum Regulatory Authority (EPRA) is granted original jurisdiction under the Energy Act to determine matters pertaining to wayleaves. Relying on the Supreme Court decision of Abida Nicholas versus the Attorney General & 7 others, Petition No. E007 of 2023, they argued, in line with the holding of the Supreme Court, that in multifaceted disputes the Environment and Land Court (ELC) has jurisdiction.
10. Regarding the argument that they did not have locus standi to institute the Petition they argued that Rule 4(2) of the Mutunga Rules (which they cited) provides for persons to institute constitutional petitions on behalf of others. They contended that they were beneficiaries of the Estate of the late Dalmas Ogeno and the said Estate was yet to undergo succession. It had not assigned a representative within the meaning of the succession law. Therefore, being beneficiaries and human rights violations to it would adversely affect their interests. He asked the Court to dismiss the Objection.
11. The Respondents filed their submissions dated 17th October 2024. They summarized their argument along two issues posed in the preliminary objection. The first one was whether the court had jurisdiction to determine the suit (sic). The second one was whether they had local standi to institute the Petition.
12. Regarding their first issue, they relied on the case of The Owners of Motor Vessel “Lillian S” vs Caltex Oil Kenya Limited [1989] KLR 1 and the Supreme Court decision in Samuel Kamau Macharia & another vs Kenya Commercial Bank and 2 Others, Application No. 2 of 20/11. They submitted that the court lacked jurisdiction by virtue of Sections 3(1), 10, 11(e), (f), (i), (k) and (l), 23, 24, 36, 42 and 224(2)(e) of the Energy Act 2019 as read with Regulations 2, 4, 7 and 9 of the Energy (Complaints and Disputes Resolution) Regulations 2012. They reproduced the respective provisions in summary to argue that the court lacked jurisdiction.



13. Further, they argued that by virtue of Section 133C (6) of the *Land Act* 2012 the jurisdiction of this Court to determine disputes relating to compulsory acquisition of land or creation of wayleaves, easements and public right of way lay within this Court. But Section 11(i) of the *Energy Act* placed the jurisdiction to investigate and determine disputes between our licensee and a third-party regarding transmission lines and wayleave creation on the Energy and Petroleum Regulatory Authority.
14. They too relied on the case of Abidha Nicholas (supra) and the Kwale ELC Case No. E021 of 2021 Sombo K. Sombo and two others vs KETRAC and 3 others (sic) and Malindi ELC Petition No. E008 of 2022, Osman Gutu Wachu and another vs Kenya Electricity Transmission Company Limited (sic).
15. Lastly, on whether the petitioners had locus standi to institute the petition, it was the Respondent's contention that following the demise of the registered owner, legal representation of the Estate was granted to Peter Otieno Owuor pursuant to a Grant ad Colligenda Bona, dated 27th July 2021 and the Respondent had always dealt with the said Peter Otieno, and the other beneficiaries, including the petitioners had consented to the grant of the said legal representative. They argued that the petition was instituted in the petitioners' names without producing in the pleadings a grant of letters of administration, Thus, they lacked locus standi to sue. They relied on Isaya Masira Momanyi vs Daniel Omowoyo & another [2017] eKLR, and Alfred Njau versus City Council of Nairobi [1983] KLR 625. They prayed that the preliminary objection be allowed.

ISSUE, ANALYSIS AND DETERMINATION

16. This Court has considered the preliminary objection, the law and the submissions of the rival parties. It is of the view that only two issues lie before it for determination. The first one is whether the Preliminary Objection is merited. Second, who to bear the costs of the objection, and/ or suit if the objection succeeds.
17. The preliminary objection herein raises only one point: that this court lacks jurisdiction to hear and determine this dispute. A preliminary objection is always grounded solely on points of law, raised by either a Defendant or Plaintiff. It arises by necessary implication from pleadings when compared with what the law provides over the issue before the court. Whereas pleadings ordinarily give the skeletal snippet view of facts and that which they give suffice to understand the genesis of a dispute, a Preliminary Objection does not touch on any (other) facts at all, otherwise it would go to the merits of a dispute. Analyzing merits of a dispute would call for adduction of evidence, and a clarification of the same by way of testimony in chief or deposition testing its veracity, weight or proof by way of cross-examination. This is based on the precise or succinct definition and nature of a Preliminary Objection as was given in the classical case of Mukisa Biscuit Manufacturing Co. Ltd vs West End Distributors Ltd [1969] EA 696 at page 700. In it, Sir Charles Newbold defined a Preliminary objection as follows: -

“A Preliminary Objection consists of a point of law which has been pleaded or which arises by clear implication out of pleadings and which if argued as a preliminary point may dispose of the suit. Examples are an objection to the jurisdiction of the Court or a plea of limitation or a submission that the parties are bound by the contract giving rise to the suit to refer the dispute to arbitration... a Preliminary Objection is in the nature of what used to be a demurrer. It raises a pure point of law which is argued on the assumption that all the facts pleaded by the other side are correct. It cannot be raised if any fact had to be ascertained or if what is sought is the exercise of judicial discretion.”



18. Further, in *Bashir Haji Abdullahi v Adan Mohammed Noor & 3 others* [2004] e KLR, the same Court held that,

“We are of the considered view that if a party wishes to raise a Preliminary Objection and files in Court a Notice to that effect and is subsequently served on other parties to the suit, the Preliminary points should be sufficiently particularized and detailed to enable the other side and indeed the court to know exactly the nature of the preliminary points of law to be raised. To state that “the application is bad in law” without saying more does not assist the other parties to neither the suit nor the Court to sufficiently prepare to meet the challenge. If it is only at the hearing that the Preliminary Objection is amplified and elaborated, it gets the other side unprepared and is reminiscent of trial by ambush.”

19. Similarly, my learned elder brother Musinga J (as he then was), in *SUSAN WAIRIMU NDIANGUI V PAULINE W. THUO & ANOTHER* [2005] eKLR, held as follows:

“a preliminary objection should not be drawn in a manner that is vague and non-disclosing of the point of law or issue that is intended to be raised. It should clearly inform both the court and the other party or parties in sufficient details what to expect.”

20. This Court has had on occasion to restate the legal position on preliminary objections, in *Kuria & 27 others v Mott & 12 others* (Environment & Land Case 23 of 2021) [2024] KEELC 4220 (KLR) (14 May 2024) (Ruling) as follows:

“It is clear that a Preliminary Objection arises on a point of law only. The Court needs only to examine the pleadings and compare the issues raised therein with the law in issue and make a finding as to whether the failure to comply with what the law requires or provides is so fundamental that it goes to the root of the claim, defence, petition or plaint. This is what this Court will do in regard to the objection raised.”

21. In my humble view, the preliminary objection herein raises a pure point of law. It meets the threshold of a preliminary objection. Thus, this court proceeds to consider it. It is that this Court has no jurisdiction to entertain this dispute.

22. About the importance of jurisdiction of a court or tribunal to decide a dispute, no one should make an error about it. Jurisdiction is so central in the administration of justice that without it the body tasked to handle the dispute must down its tools with lightning speed. The only issue that is left of the court of tribunal to address in such circumstances is the award of costs since a party, in that unfortunate step, may have been caused to incur an unwarranted expense in fees or other expenditure. Courts have expressed themselves on the centrality of jurisdiction. A few decisions would suffice to give here upon pointing out that Article 162(2)(b) of *the Constitution* of Kenya provides that, (2) Parliament shall establish courts with the status of the High Court to hear and determine disputes relating to-- (b) the environment and the use and occupation of, and title to, land,” and Parliament established the Court envisaged in provision through the enactment known as the *Environment and Land Court Act, Act No. 12 of 2012*.

23. Section 13(1) thereof provides that,

“(1) The Court shall have original and appellate jurisdiction to hear and determine all disputes in accordance with Article 162(2)(b) of *the Constitution* and with



the provisions of this Act or any other law applicable in Kenya relating to environment and land.”

24. Further, Section 13(2)(a) of the Act then lists title as one of the disputes the Court is supposed to determine. It therefore follows that the only court that has jurisdiction to determine ownership of the land is none other than this court, the Environment and Land Court or a subordinate court which has been given that jurisdiction by law. But the question that still remains outstanding is, whether this Court has jurisdiction regarding the dispute in this Petition, and the Court will answer it soon. Be that as it may, jurisdiction cannot be arrogated, imported, imagined, superimposed, interchanged or exchanged. Neither can it be given to a court by consent of the parties. Again, it does not matter whether a party has raised an objection or not. The court is under a duty to ‘open its eyes wide’ to glean through pleadings all the time, to satisfy itself that it has jurisdiction to determine a matter because any decision made by a court without jurisdiction is a nullity in law. Even if parties ‘admit’ that there exists jurisdiction where it is not, the ‘admission’ remains to be and is inconsequential, and where such an anomaly has been committed by a court in agreeing with the parties, it must be set aside as fast as ever.
25. As was stated by Nyarangi J. A. in the locus classicus case of Owners of the Motor Vessel ‘Lillian S’ v. Caltex Oil (Kenya) Ltd [1989] KLR 1,
- “...Jurisdiction is everything. Without it, a court has no power to make one more step. Where a court has no jurisdiction, there would be no basis for a continuation of proceedings pending other evidence. A court of law downs tools in respect of the matter before it the moment it holds the opinion that it is without jurisdiction.”
26. Similarly, the Supreme Court of Kenya has rendered itself on the issues in Samuel Kamau Macharia and Another v. Kenya Commercial Bank Limited & 2 others [2012] eKLR, Application No. 2 of 2011, It held as follows
- “ [68]. A Court’s jurisdiction flows from either *the Constitution* or legislation or both. Thus, a Court of law can only exercise jurisdiction as conferred by *the Constitution* or other written law. It cannot arrogate itself jurisdiction exceeding that which is conferred upon it by law.”
27. Flowing from the foregoing, and in this era where minds and technology are being applied right, left and centre to confuse it is vital that since the jurisdiction of a court is such a fundamental fulcrum of the administration of justice it ought to be respected. Thus, courts must be hawk-eyed and extremely discerning, intent, focused and deliberately intelligent to decipher subtlety, trickery, mistakes and misapprehensions of parties regarding the law as to clothe them (courts) with jurisdiction that they do not have.
28. Having said that, this Court now considers the outstanding issue which is whether it has jurisdiction to determine the Petition herein. The issue stems from agreements purporting to grant permission to the Respondent to have a wayleave corridor over two parcels of land, namely parcel numbers 232 and 1878. From the facts verifying the Petition, they were entered into on 10th December 2021. A dispute has arisen over the same, pronged on three lines: they were entered into by a party who did not have the consent of the beneficiaries of the Estate of the deceased owner of the land, the compensation due thereon is low and not agreed upon, and there is delay to make that compensation notwithstanding its insufficiency. This leads the Petitioners to hold the view that there is a violation of the fundamental rights and freedoms as beneficiaries of the Estate.
29. Put in another way, in my understanding of the dispute, it hinges on three contentions as compared to the law. These are, one, the compensation agreed between the Respondent and Peter Otieno Owuor



was inadequate. Two, the compensation, even though inadequate, was payable and ought to have been paid promptly but it has been delayed since the year 2021. Three, the agreement entered between the Respondent and Peter Otieno Owuor was without the consent of all other beneficiaries of the Estate of the deceased father and therefore was not of any avail to the Estate.

30. That being the understanding, in my view the Petitioners ought to have elected whether to proceed with the matter as a constitutional violation of the right to property alone or as a claim for breach of agreements entered between the Estate of the deceased father and the Respondent. Matters of violations, infringement or threat to constitutional freedoms and rights are not supposed to be left to chance or second-guessing as to whether they exist or not or might not have taken place. It was incumbent on the Petitioners, and it is a legal duty, to be clear about the violation(s) alleged. Thus, in *Anarita Karimi Njeru Vs Republic (1976-1980) KLR 1272*, the court stated, “Constitutional violations must be pleaded with a reasonable degree of precision.”

31. Similarly, in the case of *Mumo Matemu v Trusted Society of Human Rights Alliance & 5 others [2013] eKLR*, the Court of Appeal held,

“We cannot but emphasize the importance of precise claims in due process, substantive justice, and the exercise of jurisdiction by a court. In essence, due process, substantive justice and the exercise of jurisdiction are a function of precise legal and factual claims. However, we also note that precision is not coterminous with exactitude. Restated, although precision must remain a requirement as it is important, it demands neither formulaic prescription of the factual claims nor formalistic utterance of the constitutional provisions alleged to have been violated. We speak particularly knowing that the whole function of pleadings, hearings, submissions and the judicial decision is to define issues in litigation and adjudication, and to demand exactitude ex ante is to miss the point.”

32. It further held,

“We wish to reaffirm the principle holding on this question in *Anarita Karimi Njeru (supra)*. In view of this, we find that the petition before the High Court did not meet the threshold established in that case. At the very least, the 1st respondent should have seen the need to amend the petition so as to provide sufficient particulars to which the respondents could reply. Viewed thus, the petition fell short of the very substantive test to which the High Court referred to.”

33. The Petitioners herein were ambivalent on whether they were challenging the insufficiency of the compensation and the delay thereof or the capacity of their fellow beneficiary of the Estate of their late father to enter into the agreements in question with the Respondent for compensation towards the creation of the corridor for wayleaves over the two parcels of land. This is an issue this Court has had to grapple with to determine whether it has jurisdiction or not. This is because the point is whether a delay in the fulfilment of the terms of an agreement or so to say a breach of the terms of an agreement or the insufficiency of sums of compensation agreed upon by parties amounts to a constitutional violation, or they fall within the realm of contracts, an aspect which the law sufficiently provides for. Put another way, when does a breach of a contract or an agreement result in a constitutional violation? Does it result in that anyway? In my humble view, where parties to a contract agree on terms some of which require fulfilment in a certain timeline and it is not honoured, its remedy lies in a suit for breach of contract and not a constitutional violation. Similarly, where the terms are in an agreement are unconscionable remedies still lie in the law of contract and not in constitutional petitions.



34. The law regarding Agreements for wayleaves and the resolution of disputes that arise from disagreements are the provisions of the [Energy Act](#) and subsidiary legislation enacted to give effect to the substantive provisions of the Act, and it was ably submitted on by the parties herein. is the [Energy Act](#), No. 1 of 2019 (now Chapter 314 [Rev. 2022] Laws of Kenya. The issue is whether or not this Court has jurisdiction over this matter.
35. The court has considered provisions of [the Constitution](#) that are cited or are alleged to have been violated. Particularly, it has considered Articles 19(2), 25 and 43 and indeed the others. It has not found in the Petition itself from the facts relied on, and even from the Plaintiffs' submissions any explanation on how the articles have been breached or violated by the actions of the Defendant as to put the dispute herein under the purview of constitutional petition. It thus leaves this Court to consider whether the dispute falls under the jurisdiction of the Court in terms of the provisions of the [Energy Act](#) and the Regulations made thereunder regarding resolution of disputes regarding wayleaves. This turns the Court to analyzing briefly the provisions relied on by the Defendant.
36. Section 3 (1) and (2) of the Act is to the effect that where in the matters listed thereunder, which include transmission of electrical energy, there arises a conflict between the [Energy Act](#) and any other Act, the [Energy Act](#) shall prevail. This is subject to the fact that they will not affect any licence granted or anything done involving the right, privilege, obligation or liability acquired by any licensee or other person in any contract or under any written law prior to the commencement of the Act.
37. Section 10 of the Act is about the functions of the Energy and Petroleum Regulatory Authority. Section 11, particularly the subsections cited, deals with the powers of the Authority. Sections 23 and 24 are about the decisions of the authority, the procedure to follow after they are rendered, and the appeals therefrom (to the Energy and Petroleum Tribunal. Section 36 is on the jurisdiction of the Tribunal and 42 about any Reference made to Court.
38. Section 224(2)(e) is on the subsidiary legislation that may be made under the Act. In this regard it points to such legislation as the Energy (Complaints and Disputes Resolution) Regulations 2012. This is clearly important in relation to the jurisdiction of the Authority as envisaged in the Act. The Regulations provide specifically about how the Authority handles disputes arising from, among others, the creation of wayleaves.
39. The first and second grounds of the Preliminary Objection refer to one and the same point: lack of jurisdiction. About it, in my humble view, the dispute herein being regarding agreements made about wayleaves over the suit parcels of land falls within the jurisdiction of the Energy and Petroleum Regulatory Authority and not that of this Court. The Plaintiffs ought to have approached the Authority and exhausted its mechanism(s) therein and further as the Act provides. Having not so done, this Court has no jurisdiction over the dispute herein.
40. Regarding the second limb of lack of capacity of the Petitioners, the question is whether the two have capacity to sue on behalf of the Estate of the deceased father. This flows from the findings above that the dispute herein does not raise any constitutional issues. Thus, anyone who claims on behalf of an owner or proprietor of a parcel of land ought to do so in accordance with the law, being the [Law of Succession Act](#), Chapter 160 Laws of Kenya.
41. Section 82(a) of the [Law of Succession Act](#) provides that;

“Personal representatives shall, subject only to any limitation imposed by their grant, have the following powers —



- (a) to enforce, by suit or otherwise, all causes of action which, by virtue of any law, survive the deceased or arising out of his death for his personal representative;”

42. The provision is to the effect that in the event a person dies intestate, where one is not a personal representative of his Estate he/ she is not legally authorized to institute a suit in that behalf. The Petitioners described themselves as beneficiaries of the Estate of Dalmas Ogeno Owuor (deceased). They alleged that there was an agreement made between Peter Otieno Owuor and the Respondent regarding compensation for a wayleave corridor over the two parcels of land, namely, No. 232 and 1878. They averred that the agreements were made between the Respondent and a person who did not have capacity to do as he did not have any grant of letters of administration to the Estate of the deceased. This fact is not borne from the pleadings and could only arise if the instant matter was to proceed to hearing on merits.
43. In relation to the two Petitioners, they admit from the pleadings that a Grant of Letters of Administration had not been granted to them. They instituted the instant matter only in their capacity as beneficiaries of the Estate of the deceased father in whose name the suit parcels of land were registered. It is clear from the Petition that neither of the Petitioners has any letters of administration to the Estate. As much as they claim to be beneficiaries of the estate, they are not holders of any grant on that behalf. Since the Petitioners do not plead any capacity to sue contrary to their pleadings the Court finds that they do not have locus standi to bring this Petition.
44. The upshot is that the Preliminary Objection succeeds. The Petition is hereby dismissed on that account, with costs to the Defendant.
45. Orders accordingly.

RULING DATED, SIGNED AND DELIVERED VIA THE TEAMS PLATFORM THIS 7TH DAY OF FEBRUARY, 2024.

HON. DR. IUR NYAGAKA,

JUDGE

In the presence of,

1. Mr. Otieno for Petitioner (Present).
2. Ms. Odhiambo for Respondents (Present).
3. Court Assistant: Terence.

