



**Warirah v Deputy County Commissioner Kasarani Sub County,  
Nairobi County & 4 others (Environment and Land Case Civil Suit  
119 of 2020) [2025] KEELC 1343 (KLR) (12 February 2025) (Judgment)**

Neutral citation: [2025] KEELC 1343 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT AND LAND CASE CIVIL SUIT 119 OF 2020  
LN MBUGUA, J  
FEBRUARY 12, 2025**

**BETWEEN**

**REUBEN MAGONDU WARIRAH ..... PLAINTIFF**

**AND**

**THE DEPUTY COUNTY COMMISSIONER KASARANI SUB COUNTY,  
NAIROBI COUNTY ..... 1<sup>ST</sup> DEFENDANT**

**THE CABINET SECRETARY MINISTRY OF INTERIOR & CO-ORDINATION  
OF NATIONAL GOVERNMENT ..... 2<sup>ND</sup> DEFENDANT**

**THE HON.ATTORNEY GENERAL ..... 3<sup>RD</sup> DEFENDANT**

**THE NATIONAL GOVERNMENT CONSTITUENCIES DEVELOPMENT FUND  
BOARD ..... 4<sup>TH</sup> DEFENDANT**

**NATIONAL LAND COMMISSION ..... 5<sup>TH</sup> DEFENDANT**

**JUDGMENT**

1. The plaintiff commenced this suit vide a plaint dated 25.6.2020, amended on 9.12.2021 and further amended on 24.8.2022.He avers that he is the bona fide registered proprietor of land parcel L.R.NO. 24187 (Title Number I.R 86729) ( hereinafter, the suit land) vide purchase from one Ronald Muge Cherogony trading as Sanayan Enterprises and that it is one of 12 plots sub-divided from a property known as L. R. NO. 13620.
2. He contends that he has been unable to develop the suit property due to constant interference by the defendants and that subsequent to filing the instant suit, the 1<sup>st</sup> and 2<sup>nd</sup> defendants in liason with the 4<sup>th</sup> defendant unlawfully built a permanent concrete perimeter wall around the property which



action amounts to compulsory acquisition by the state without due process and compensation by the 5<sup>th</sup> defendant.

3. He avers that the suit land has a conservative open market value of ksh.55 million and that he had embarked on developing a mall named “Kasarani Mall” which project was valued at ksh.112,925,891/= as at 9.4.2010 and that the assessed loss of rental income for the suit property is ksh.2.4 million annually in rent.
4. The plaintiff therefore prays for judgment against the defendants in the following terms;
  - a. A declaration that the plaintiff is the rightful and indefeasible owner of the suit property Land Reference Number 24187(Title Number I.R 86729) Kasarani Nairobi having legitimately acquired good title thereto.
  - b. A permanent injunction restraining the defendants, their servants, employees, agents or any other person acting at their behest from in any way unlawfully interfering with the suit property, trespassing, damaging , destroying, entering into or causing any hindrance or interference with the quiet and/or peaceful user and enjoyment of the suit property known as Land Reference Number 24187 Kasarani Nairobi or any portion or part thereof.
  - c. A permanent injunction be and is hereby issued restraining the defendants, their servants, employees, agents or any other person acting at their behest from harassing, threatening, intimidating, and or in any manner whatsoever interfering with the plaintiff’s lawful development of the suit property, erection of a perimeter fencing or wall, and other structures as may be lawfully erected on the suit property known as Land Reference Number 24187 Kasarani Nairobi.
  - d. An injunction restraining the defendants, their servants, workmen and agents, or anyone under them from issuing or uttering any false objections to the plaintiff’s title and development of the suit property.
  - e. Damages against the defendants jointly or severally, for trespass upon the plaintiff’s land.
  - f. Interest thereon.
  - g. Cost of this suit.
  - h. Any relief the court deems fit to grant.
  - i. In the alternative to prayers (b),(c) & (d) hereinabove, a declaration does issue that the state, through the defendants herein, has compulsorily acquired the plaintiff’s land unlawfully, un-procedurally and without due process, fair hearing and compensation to the plaintiff.
  - j. The defendants, jointly and severally, forthwith pay the plaintiff compensation of ksh. 55 million being the current open market value of the subject suit property on account of the defendant’s compulsory acquisition of the plaintiff’s land.
  - k. The defendants, jointly and severally, forthwith pay the plaintiff accrued and continuing mesne profits/the assessed loss of rental income over the suit property at the rate of Ksh.2.4 million per annum from 22.4.2008 when the plaintiff took ownership of the suit property but he couldn’t develop the same due to the defendant’s interference, until the date of judgment herein.
  - l. The 5<sup>th</sup> defendant be directed to promptly pay the plaintiff a compensation of 55 Million being the current open market value of the subject suit property, and 2.4 million per annum



from 22.4.2008 until payment in full on account of accrued and continuing mesne profits/the assessed loss of rental income over the suit property.

5. The suit is opposed by the 1<sup>st</sup>-3<sup>rd</sup> defendants vide their amended statement of defence dated 20.2.2023 in which they deny allegations levelled against them in the plaint.
6. On its part, the 4<sup>th</sup> defendant filed a statement of defence dated 18.2.2022 and amended on 29.12.2022 where it denies the allegations levelled against it in the plaint and contends that it lacks capacity to acquire the suit property by compulsory acquisition as alleged. It is also contended that the court lacks jurisdiction in so far as the matter relates to implementation of the provisions of NG-CDF Act,2015.
7. The 5<sup>th</sup> defendant did not participate in the suit.

### **Evidence of the plaintiff**

8. The plaintiff Reuben Magondu Warirah was the sole witness in his case (PW1). He adopted his witness statement dated 9.12.2021 as his evidence in chief and produced 21 documents contained at page 1-118 of his list dated 9.12.2020 as P. Exhibit 1-21.
9. He avers that he is the bona fide registered proprietor of the suit land, having purchased the same from one Ronald Muge Cherogony trading as Sanayan Enterprises and that it is one of 12 plots hived from parcel L.R.NO. 1362.
10. That soon after purchase, he was approached by the 1<sup>st</sup> defendant through an officer named Evans Mwaura Mutai who offered to assist him and other neighboring land owners to expel some errant traders who had settled on various plots along the road adjacent to the plots, and to fence out their land in order to safeguard it from future encroachments.
11. That following the aforementioned events, officers of the 1<sup>st</sup> defendant have maliciously abused their office by persistently issuing false and malicious objections to his development, issuing threats of reclaiming the suit land, and attempting to obtain money from him on grounds that the same is necessary so as to continue protecting his interest in the suit property.
12. That he has been unable to take actual possession, fence or develop the suit property since purchasing it due to the constant interference by the defendants and that the said actions have caused him pecuniary loss and consequential loss of investment of ksh.112,925,891.
13. That subsequent to filing this suit, the 1<sup>st</sup> and 2<sup>nd</sup> defendants exacerbated their infringement of his right to property by trespassing thereon, in liaison and conspiracy with the 4<sup>th</sup> defendant, and proceeded to unlawfully build a permanent concrete perimeter wall painted with government colours around it with a signage claiming that the property is “Kasarani Public Grounds”, “funded by CDF-Kasarani”.
14. That as a consequence, the defendants’ actions have shut him out of his property and arrogated it to their own use and benefit to his exclusion thus compulsorily acquiring it without due process and compensation.
15. He pointed out that vide a letter dated 24.2.2011, the 1<sup>st</sup> defendant deceitfully and maliciously objected to the issuance of an Environmental Impact Assessment license to him by the National Environmental Management Authority in respect of the suit property, falsely alleging that parcel LR No.13620 is unalienated land to be utilized for public benefit while knowing that the parcel had been sub-divided into 12 plots among which the suit plot was one of them.
16. That the 1<sup>st</sup> defendant made similar aforementioned allegations vide letters dated 18.11.2013 which prompted him to write letters dated 12.11.2013, 20.12.2013 and 22.1.2014 through his advocates to



the 5<sup>th</sup> defendant, National Environment and Management Authority and the 1<sup>st</sup>-3<sup>rd</sup> defendants in which he annexed his title documents to demonstrate that the suit property is private land belonging to him.

17. He avers that he has lost prospective investors and tenants in his planned development on the suit property and that as per a Valuation report dated 18.11.2021, the property has a conservative open market value of Ksh. 55 million.
18. He points out that he embarked upon developing a mall named “Kasarani mall” in conjunction with Great Eastern Development Company (Kenya) Limited which he owns but the project valued at ksh.112,925,891/= as at 9.4.2010 was frustrated by the defendant’s interference.
19. He contends that he is entitled to accrued and continuing mesne profits determinable from the appraised loss of rental income over the suit property which has been asessed at ksh.2.4 million per annum from 22.4.2008 when he took ownership of the suit property but he could not develop it.
20. In his oral evidence, PW1 reiterated that after filing the suit, the National Government went ahead to erect a perimeter wall around the suit property so he has no access to the suit land. He stated that despite obtaining all necessary approvals, he has never managed to proceed with construction on the suit property.
21. In cross -examination by counsel for the 1<sup>st</sup>-3<sup>rd</sup> defendants, PW1 averred that he acquired the suit land in 2007 following advertisement by one Ronald Mugo Cherogoni Trading as Sanoyan Enterprises for Ksh.3 milliion, adding that he paid stamp duty at 4% of the purchase price and the parcel was transferred to him.
22. In cross-examination by counsel for the 4<sup>th</sup> defendant, PW1 averred that the perimeter wall erected around the suit property was put up around the year 2019, but he has never developed this land from the time he purchased it because of interference by the government, so from 2010, the nature of interference by the defendants was in the nature of denial of access.
23. Referred to the letter dated 12.12.2013 (page 53 of his bundle dated 9.12.2020) addressed to the defendants by his advocates claiming that a development on LR No.24189 meant to be owned by the Ministry of Labour had encroached onto the suit land, PW1 averred that he could not confirm that the land adjoining the suit land which houses Ministry Of Labour is government land, adding that the Deputy County Commissioner’s office is about 500 meters from the suit land.
24. He averred that while the wall is not visible on google maps and on the sketch route map provided at page 87 of the same bundle, the wall is actually on the front side of the property adding that as per the survey map at page 103 of the same bundle, the wall is along KP1, KP2, KP3, K16, B5B and K17 and that there is a boundary between his land and LR24189.
25. He stated that as per the topographical survey at page 102 of the same bundle, the wall has encroached on his land by a big margin that is more than what the said topographical survey depicts, adding that the wall was built in year 2019 while the topographic survey was done in year 2013.
26. Referred to photographs at page 94 of his bundle, PW1 stated that 2 of those photographs show the perimeter wall around his property written; “Kasarani Public Grounds Funded by CDF Kasarani financial year 2018-2020” adding that he has not seen indication of NG-CDF and that the documents too do not bear the words NG-CDF.



27. He averred that photo No.2 & 3 have colours of the National flag and for him, it means that it is a Government entity which has put up the perimeter wall, adding that he did not know how NG-CDF works but he knows that it provides funding for government.
28. In cross-examination by the court, PW1 averred that his whole property has been fenced using stone wall such that to access it, one has to go through adjoining property 24189 where the ministry of labour offices are located and even there, there is a steel gate.
29. He averred that when he purchased the suit land, it was not fenced, there were only beacons demarcating it which were re-established by a surveyor and confirmed as per the survey report dated 5.5.2009 ( see page 106 - 109 of plaintiffs bundle).
30. In re-examination, PW1 averred that there is admission by the 4<sup>th</sup> defendant that they erected a wall around his property adding that before the concrete wall was erected, access to the suit land was simple from the main road (Mwiki road) without any hindrance but now it can only be through a steel gate at the boundary of parcel 24187 and 24189.
31. He averred that there was a boundary dispute that was never resolved and that in order to establish the true boundaries, he sought services of surveyors who came up with the report at page 106-110 of his bundle.
32. Since no witness was proffered by the 1<sup>st</sup>-3<sup>rd</sup> defendants, their case was marked as closed.

#### **Evidence of the 4<sup>th</sup> defendant**

33. DW1 was Simon Ndweka, the Corporation Secretary of the 4<sup>th</sup> defendant. He adopted his witness statement dated 27.2.2023 as his evidence in chief and produced 3 items contained in their bundle of documents dated 27.2.2023 as D. Exhibit 1-3.
34. He told the court that the role of the 4<sup>th</sup> defendant as provided at Section 16 of NG-CDF Act is limited to approval of projects, it does not implement them. He averred that it is Kasarani Constituency which forwarded to the 4<sup>th</sup> defendant the request to fund the DCC'S office in Kasarani and that it is a requirement to brand projects funded by the 4<sup>th</sup> defendant, thus Kasarani constituency branded the wall for purposes of accountability to the public.
35. DW1 avers that that the 4<sup>th</sup> defendant received a project proposal from Kasarani Constituency seeking approval of funding for construction of a 400-meter perimeter wall for the Kasarani New Deputy Commissioner's office in financial year 2019/2020 which was approved by the 4<sup>th</sup> defendant as a security project.
36. He is aware that the project management committees (PMC's ) are appointed to implement approved projects at constituency level and that the project was implemented and handed over to the institution on completion, thus the 4<sup>th</sup> defendant is wrongly sued.
37. In cross-examination by counsel for the plaintiff, DW1 reiterated that the 4<sup>th</sup> defendant's role was only to approve the project which was implemented by the Deputy County Commissioner (DCC) who heads the Project Management Committee(PMC) established under Section 36 of NGCDF Act 2015. He gave the hierarchy at NG-CDF as follows; that there is a board, a constituency committee and the Project Management Committee.
38. He averred that the functions of the 4<sup>th</sup> defendant do not include undertaking due diligence and he would not know whether the Project Management Committee did due diligence and has no idea who the owner of the suit property is though P. Exhibit 1 indicates the plaintiff is the registered owner.



39. He averred that Rule 18(2) of the NGCDF Rules and Regulations states that in their performance of their duties under the Act, the staff of Constituency Committee established under Section 43 of NGCDF Act 2015 shall be responsible to the Constituency Committee through the officer of the 4<sup>th</sup> defendant seconded to the constituency while PMC is established under Section 36 of the same Act and is autonomous.
40. He stated that under regulation 11 of the NGCDF Rules and Regulations, conducting due diligence is the function of Constituency Committee which should respond to some of the questions but it was not enjoined in these proceedings though there is no express provision allowing the committee to sue or be sued.
41. He contended that he could not tell whether the concrete wall is a movable/immoveable asset adding that Section 30(3) of NGCDF ACT states that “all fixed assets...” for use by the Constituency committee shall be the property of the committee and that the property referred to shall bear the name of and number of constituency as delineated by IEBC.
42. He stated that the concrete wall belongs to an institution and not the 4<sup>th</sup> defendant or the constituency, adding that approval for the project was done in FY 2019-2020 and that he is not aware that the wall was constructed during the pendency of the suit.
43. In re-examination, DW1 averred that no court order was served upon it in the year 2019-2020. He averred that for Section 36 of NG-CDF Act, what should be in the name of the board are: equipment and assets owned by the Constituency Committees established under Section 43 of the Act, adding that under Section 43 and 45 of the Act, Constituency Committees can be sued and have defended cases in their own names.
44. He averred that projects are initiated by a beneficiary, in this case, the Kasarani Deputy Commissioner requested for funding at constituency committee level. The Constituency Committee then evaluated the request and submitted it to the 4<sup>th</sup> defendant for approval under Section 16 of the Act.
45. He pointed out that the board receives funds from the national treasury which are disbursed to the constituency accounts and the Constituency Committee sends the funds to the Project Implementation Committee for implementation of the project.
46. He reiterated that the 4<sup>th</sup> defendant is not empowered to supervise the Project Management Committees, adding that the signage’s depicted by the photographs at page 94 of the plaintiff’s bundle, state “funded by ...” only acknowledging the entity that funded the project.
47. He averred that the concrete wall is in possession of the Deputy County Commissioner Kasarani, so the plaintiff ought to have enjoined the Kasarani CDF as defendant to give clarification on issues in dispute.
48. He also averred that under Section 14 of NG-CDF Act, the capacity to sue and be sued doesn’t extend to entities established under the law like Project Management Committee and Constituency Committees.

### **Submissions**

49. The plaintiff filed submissions dated 30.10.2024, where the case of Linus Ng’ang’a Kiongo & 3 others v Town Council of Kikuyu [2012] eKLR is cited to submit that the plaintiff’s case against the 1<sup>st</sup>-3<sup>rd</sup> defendants is uncontroverted since they failed to call any witnesses in evidence despite filing a joint statement of defence.



50. It is argued that since no evidence was filed to disrupt the plaintiff's right to property by demonstrating that his title was acquired illegally, unprocedurally, corruptly or that it is tainted with fraud, then his title is absolute and indefeasible as conclusive proof of ownership by virtue of the *Land Registration Act*, 2012. To this end, the case of Joseph N.K Arap Ng'ok v Moijo Ole Keiwua & 4 others [1997] eKLR as well as the case of Athi Highway Developers Ltd v West End Butchery Ltd & 6 others [2015] eKLR are relied upon.
51. It is also submitted that the title of the last bona fide purchaser for value remains indefeasible regardless of any previous vitiating factors not known to him and that the plaintiff has demonstrated how he acquired title as a bona fide purchaser.
52. It is argued that the defendant's failure to seek any prayers by way of a counterclaim for the cancellation of the plaintiff's title or a declaration that the suit land belongs to the government renders any claims/defenses of fraud /misrepresentation non-issues.
53. The plaintiff also submits that Article 40(3) of *the Constitution* as read with Section 107-122 of the *Land Act*, No.6 of 2012 stipulates that the state shall not deprive a person of property unless it invokes the applicable process of compulsory acquisition adding that the 5<sup>th</sup> defendant is duty bound to compensate him. To this end, the case of Isaiah Otiato & 6 others v county Government of Vihiga [2018] eKLR, Arnacherry Limited v Attorney General [2014] eKLR, Chief Land Registrar & 4 others v Nathan Tirop Koech & 4 others [2018] eKLR as well as the case of Patrick Musimba v National Land Commission 7 others [2016] eKLR are cited.
54. It is also the plaintiff's submission that he is entitled to special damages in terms of; value of his land as per valuation report dated 18.11.2021, loss of rental income and loss of investment & rental capacity. To this end, the case of Zum zum Investment Limited v Habib Bank Limited [2014] Eklr, Fleetwood Enterprises Ltd v Kenya Power & Lighting co. ltd [2015] eKLR amongst others are relied upon.
55. It is also submitted that the plaintiff is entitled to damages for trespass measured by the difference in value of the suit land at the date of purchase ( date of agreement is 15.8.2007), where value was Ksh. 3 200 000 vis a vis its value at the time of judgment which is ksh.55 million, giving a figure of ksh.51,800,000/= .To this end, the case of Philip Ayaya Aluchio v Crispin Ngayo [2014] eKLR, Duncan Nderitu Ndegwa v KP& LC Limited & Another [2013] eKLR, Ajit Bhogal v Kenya Power and Lighting Co.Ltd [2020] eKLR as well as Rhoda S Kiilu v Jiangxi Water Hydropower Construction Kenya Limited [2019] eKLR are relied upon.
56. The case of Titus Gatitu Njau v Municipal Council of Eldoret [2015] eKLR as well as the case of Eliud Njoroge Gachiri v Stephen Kamau Nganga [2018] eKLR are cited to submit that the plaintiff is entitled to exemplary damages since the 1<sup>st</sup>-4<sup>th</sup> defendants acted oppressively, arbitrarily and unconstitutionally ,by taking forceful and unlawful possession/acquisition of his land.
57. I did not see any submissions by defendants.

### **Determination**

58. The plaintiff claims that he owns the parcel of land known as Land Reference Number 24187 (Title Number I.R. 86729) and that since he acquired the same in August 2007, the defendants have impeded his peaceful enjoyment thereof by denying him access and that subsequent to filing the suit, they constructed a perimeter wall around it.
59. The 1<sup>st</sup> -3<sup>rd</sup> defendants denied the plaintiffs claim but they did not call any witness. As stated earlier, the 5<sup>th</sup> defendant did not participate in these proceedings.



60. The 4<sup>th</sup> defendant admitted that a wall is constructed around the plaintiff's property, but contends that its role thereof was limited to funding the project. Given the aforementioned admission, then it was incumbent upon the defendants to give a justification for their actions. None so far has been given. It certainly does not suffice for the 4<sup>th</sup> defendant to state that their role is limited to approval of projects as proposed by constituencies. After all, such projects are carried out on known lands! And not just any lands!. And in the case at hand, the wall was being built on plaintiff's land.
61. The uncontroverted evidence proffered by the plaintiff, including the title document indicates that he is the registered owner of the suit property. There is no shred of evidence that the said land was ever public property. There was hence no justification by the defendants to interfere with plaintiff's property rights.
62. At this juncture, I pose the question; Is this a case of compulsory acquisition of land?. The provisions of Article 40(3) of *the Constitution* requires prompt payment in full, of just compensation to the person whose land has been taken .The process of compulsory land acquisition is provided for under Section 107 of the *Land Act* and the process is driven by the 5<sup>th</sup> defendant. See See the court of Appeal's decision in Commissioner of Lands & Another v. Coastal Aquaculture LTD C.A Civil Appeal No 253 of 1990 [1997] eKLR, and Patrick Musimba v National Land Commission & 4 others [2016] eKLR.
63. I have keenly gone through the documentary evidence availed before me. The first form of interference with plaintiff's rights on the suit property came in the form of the letter dated 7.2.2011, ( page 46 of plaintiff's bundle) where National Environment Management Authority ( NEMA) was informing the plaintiff that the District Commissioner was claiming that the land was public land. The District Commissioner wrote to NLC on 18.11.2013 averring that the suit land was public land. Other than those two letters, nothing else seems to have happened upto and until the time the suit was filed.
64. In his own pleadings at paragraph 12A of the plaint, plaintiff contends that subsequent to the filing of this suit, 1<sup>st</sup> and 2<sup>nd</sup> Defendants exacerbated their infringement of the Plaintiff's rights to his property by flagrantly further trespassing thereon, in liaison and conspiracy with the 4<sup>th</sup> Defendant, and proceeded sometime in November 2020 to unlawfully build a permanent concrete perimeter wall painted with the national flag around the Plaintiff's property with a signage claiming that the property is "Kasarani Public Grounds", "funded by CDF – Kasarani".
65. Thus other than the sign that the land was Kasarani public grounds and the wall, there is no evidence of any other activity on the suit land. This is therefore certainly a case of trespass and not compulsory acquisition and will hence be treated as such. For avoidance of doubts, the said trespass has been committed by the 1<sup>st</sup>-4th defendants. There is no evidence to indicate that the 5<sup>th</sup> defendant did or omitted to do anything that can be construed as infringing on the proprietary rights of the plaintiff.
66. What reliefs are available?. Again I make reference to the letters of 7.2.2011 and 18.11.2013 which demonstrate that the interference with plaintiff's rights to the suit property have persisted for several years. The plaintiff is hence entitled to damages for trespass.
67. Section 3 of the *Trespass Act* outlines what amounts to trespass. In the case of Elizabeth Wambui Githinji & 29 others v Kenya Urban Roads Authority & 4 others [2019] eKLR Justice P. Ouko. J.A (as he then was) stated that:

“Nuisance and trespass laws give every property owner the right to use and enjoy his or her property reasonably, without unreasonable interference by others.”



68. In The Court of Appeal in Kenya Power & Lighting Company Limited vs. Fleetwood Enterprises Limited [2017] eKLR while upholding the decision of Judge Angote in Fleetwood Enterprises Ltd vs. Kenya Power & Lighting Co. Ltd [2015] eKLR stated that where trespass is proven, the affected party need not prove that it suffered damages or loss as a result of the trespass so as to be awarded damages because once the trespass is proved, the court is bound to assess and award damages on a case to case basis.
69. Taking into account all the circumstances of this case, in particular, the fact that the court has found this to be a trespass case and not a compulsory acquisition case, then the court proceeds to give a lump sum award of general damages for trespass to the tune of Ksh. 23 million.
70. In the final analysis, I hereby enter judgment for the plaintiff against the 1<sup>st</sup> - 4<sup>th</sup> defendants in the following terms;
1. A declaration is hereby made to the effect that the plaintiff is the rightful and indefeasible owner of the suit property Land Reference Number 24187(Title Number I.R 86729) Kasarani Nairobi. To this end, the Plaintiff is at liberty to develop the suit property.
  2. A permanent injunction is hereby issued restraining the defendants, their servants, employees, agents or any other person acting at their behest from in any way unlawfully interfering with the suit property Land Reference Number 24187 Kasarani Nairobi.
  3. The 1<sup>st</sup> -4<sup>th</sup> defendants are directed to remove the offending wall and signage on the suit property forthwith.
  4. The plaintiff is awarded general damages for trespass as against the 1<sup>st</sup>-4<sup>th</sup> defendants amounting to Ksh.23 million.
  5. The plaintiff is awarded costs of the suit plus interests at court rates as against the 1<sup>st</sup> – 4<sup>th</sup> defendants. The interest shall be computed from the date of delivery of this judgment.

**DATED, SIGNED AND DELIVERED AT NANYUKI THIS 12TH DAY OF FEBRUARY 2025 THROUGH MICROSOFT TEAMS.**

**LUCY N. MBUGUA**

**JUDGE**

In the presence of:-

Lubullelah for Plaintiff

Ms. Mutua holding brief for Abidha for 4<sup>th</sup> Defendant

Ms. Kubai for 1<sup>st</sup> and 3<sup>rd</sup> Defendants

Court Assistant – Nancy Mwangi

