



**Tumbes & another v Osore & 3 others; Neo Developers Limited
(Interested Party) (Environment & Land Case 45 of 2018 & 84 of 2019
(Consolidated)) [2025] KEELC 3584 (KLR) (6 May 2025) (Judgment)**

Neutral citation: [2025] KEELC 3584 (KLR)

REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT KAJIADO

ENVIRONMENT & LAND CASE 45 OF 2018 & 84 OF 2019 (CONSOLIDATED)

MN GICHERU, J

MAY 6, 2025

BETWEEN

JENIFFER WANJIKU TUMBES PLAINTIFF

AND

GEORGE OSORE 1ST DEFENDANT

MOLYN CREDIT LIMITED 2ND DEFENDANT

THE LAND REGISTRAR, KAJIADO DISTRICT 3RD DEFENDANT

AND

NEO DEVELOPERS LIMITED INTERESTED PARTY

AS CONSOLIDATED WITH

ENVIRONMENT & LAND CASE 84 OF 2019

BETWEEN

NEO DEVELOPERS LIMITED PLAINTIFF

AND

JENNIFER WANJIKU TUMBES 1ST DEFENDANT

MOLYN CREDIT LIMITED 2ND DEFENDANT

THE LAND REGISTRAR KAJIADO DISTRICT 3RD DEFENDANT



JUDGMENT

1. The Plaintiff in ELC Case No. 45 of 2018 seeks the following reliefs against the three Defendants both jointly and severally.
 - A. A declaration that the transfer of title number Kajiado/Kisaju/11355 to the 2nd Defendant on 18/3/2016 is null and void.
 - B. An order do issue cancelling and or revoking the certificate of title deed to the suit land issued on 4/5/2016 by the 3rd Defendant in favour of the 2nd Defendant.
 - C. An order to issue directing the 3rd Defendant to rectify the register of the suit land by cancelling and or removing all the entries entered in favour of the 2nd Defendant.
 - D. An order do issue directing the 3rd Defendant to restore and issue a fresh certificate of title to the suit land in the names of the Plaintiff.
 - E. A permanent injunction do issue restraining the 2nd Defendant from interfering and or in any other manner dealing with the Plaintiff's possession, use and enjoyment of the suit land.
 - F. Costs of this suit together with interest thereon at such rate are for such period of time as this Court may deem fit to grant.
 - G. Any such other or further relief as this Court may deem appropriate.

2. The Plaintiff's case is as follows:

One, she was the registered owner of the suit land which measures approximately 3.54 Ha (8.7 acres) until 18/3/2016 when it was irregularly, illegally, unjustly and fraudulently transferred in favour of the 2nd Defendant without her consent, authority or knowledge. Two, in the year 2015, she wished to sell the land and she informed one Matayo Sekuto who introduced her to George Osore who said he would buy the land. The said Osore said that he would buy the suit land. He visited the land and inspected the beacons. The agreed purchase price was Kshs.2,500,000/- per acre. The full purchase price for the 8.7 acres was to be Kshs.21,750,000/-. Three, after some long delay, the 1st Defendant admitted that he did not have any money to buy the land and he was expecting some payment of a colossal sum of money from Kilifi coal project. In an attempt to convince the Plaintiff, he gave her a copy of the purported project documents which included term sheets, contracts and proposal which had been executed by Elpetra Energy. This convinced the Plaintiff that Osore would purchase the suit land. Four, Osore asked the Plaintiff to be his guarantor for a "small" financial accommodation with the 2nd Defendant to enable him complete the purported Elpetra energy Project. She then surrendered the original title deed for the suit land, a copy of her National ID, a copy of her PIN certificate and passport size photographs. Five, the Plaintiff came to learn that Osore had conspired with the 2nd Defendant to illegally, irregularly and fraudulently effect the transfer of the suit land in favour of the 2nd Defendant. Six, the Plaintiff was made to believe that her ID, P.I.N. certificate and passport size photographs were for supporting Osore's loan application and they may have been used to illegally transfer her land. Seven, the Plaintiff blindly followed all the instructions issued to her by the 1st and 2nd Defendants because she had been promised that she would be paid a couple of millions over and above the purchase price of the suit land. Eight, the Plaintiff and the 1st Defendant opened a joint account No. 0207311001 at DTB Bank, Koinange Avenue Branch on 27/4/2015 as advised. The 2nd Defendant disbursed a sum of Kshs.1 million to the account. The 1st Defendant withdrew the money and utilized it without the involvement



- of the Plaintiff. Again the 1st and 2nd Defendants cut off communication completely with the Plaintiff and her many requests for proper account and loan statement have been ignored by the 2nd Defendant.
3. At paragraph 20 of the plaint, the Plaintiff's has pleaded nine (9) particulars of fraud which include transferring the suit land without paying consideration to her, without her consent or knowledge or authority, without a conveyance transactions between her and the second Defendant, without consent of the Land Control Board, without the Plaintiff's attendance at the Land control board meeting and many other irregularities.
 4. In support of her case, the Plaintiff filed the following evidence.
 - i. Witness statement by the Plaintiff dated 6/4/2018.
 - ii. Copy of title deed for the suit land dated 20/2/2014.
 - iii. Copy of letter to 3rd Defendant dated 9/9/2017.
 - iv. Copy of receipt No. 4860648.
 - v. Certified copy of green card for the suit land dated 2/11/2017.
 - vi. Copy of profile for Elpetra Energy 367 MW Gas fired power project.
 - Vii. Copy of National ID for the 1st Defendant.
 - Viii. Copy of letter by Plaintiff to the 2nd Defendant dated 22/2/2018.
 - ix. Copy of demand letter dated 28/2/2018.
 - x. Copy of account statement for account No. 0207311001 from 16/2/2016 to 12/9/2018.
 - xi. Witness statement by Matayo Sekuto.
 5. The second Defendant, in a written statement of defence dated 14/5/2018 responds as follows to the Plaintiff's claim. Firstly, it denies that the transfer of the suit land to itself by the Plaintiff was irregular and illegal and it took place after full payment of the agreed purchase price. Secondly, the Plaintiff and the 2nd Defendant entered into a lawful agreement for the sale of the suit property at a consideration of Kshs.5.5 million which sum was released to the Plaintiff. Thirdly after the completion of the sale and transfer of the suit land, the Plaintiff and the 1st Defendant approached the 2nd Defendant for a loan facility of Kshs.5 million which was granted after satisfying the terms and conditions of the loan agreement and the funds released to the joint account given by the Plaintiff and the 1st Defendant. Fourthly, the Plaintiff was duly advised of the terms and conditions of the loan including the repayment/amortization schedule. Fifthly, the Plaintiff and the 1st Defendant only repaid four installments and thereafter defaulted as a result of which there is a pending suit being Millimani CM CC 7924 of 2017 between Modyn Credit Ltd v George Osore Oundo and Jennifer Wanjiku Tumbes. Sixthly, due process was followed in fulfilling what the parties had mutually agreed and there was no fraud on the part of the 2nd Defendant. This Court cannot therefore rewrite the contract between the parties or interpret it in a manner contrary to what the parties agreed. Finally all the averments in the plaint are denied generally and the Plaintiff has not come to Court with clean hands and her suit should be dismissed with costs to the Defendants.
 6. In support of its case, the 2nd Defendant filed the following evidence.
 - i. Witness statements by Moses Anyangu and Peter Waithunguri dated 26/3/2019.
 - ii. Copy of letter of undertaking dated 3/2/2016 to Peter Waithunguri.



- iii. Copy of Plaintiff's and 1st Defendant's instructions letter dated 26/5/2016.
 - iv. Copy of Plaintiff's and 1st Defendant's instructions letter dated 26/5/2016 to pay Peter Waithunguri a sum of Kshs.2,635,000/-
 - v. Copy of the Plaintiff's instructions letter dated 26/5/2016 to pay Eric Balongo the sum of Kshs.350,000/-.
 - vi. Copy of 2nd Defendant's request for RTGS payment from account No. 01200001280 to account No. 020731101 for the sum of Kshs.1,094,300/-.
 - vii. Copy of credit application and loan agreement number MCL -15-156-01.
 - viii. Copy of the Plaintiff's ID card and P.I.N. certificate.
 - ix. Copy of 1st Defendant's ID card and P.I.N. certificates.
 - x. Copy of witness statements by Titus Kocego dated 28/5/2019.
 - xi. Copy of valuation report dated 1/10/2024 giving the value of the suit land as Kshs.27 million.
 - Xii. Copy of loan statement dated 26/4/2018.
 - xiii. Copy of sale agreement dated 12/2/2016.
 - xiv. Copy of transfer form dated 15/3/2016.
 - xv. Copy of application for consent of the Land Control Board dated 22/2/2016.
 - xvi. Copy of letter or consent dated 22/2/2016
 - xvii. Copy of letter dated 3/2/2016.
 - xviii. Copy of letter dated 29/7/2016.
 - xiv. Copy of plaint Milimani Civil case no. 7924 of 2017.
7. The 3rd Defendant filed a written statement of defence dated 31/8/2018 in which it is averred as follows:
 Firstly, the Plaintiff's claim is denied generally. Secondly, the plaintiff does not disclose any cause of action against the 3rd Defendant. Thirdly, no demand notice or notice of intention to sue were served upon the AG prior to the filing of the suit. For the above and other reasons, the 3rd Defendant prays for the dismissal of the Plaintiff's suit.
8. In support of its case, the 3rd Defendant filed the following evidence.
- i. Witness statement by Paul Tonui, Land Registrar dated 25/3/2019.
 - ii. Copy of green card for the suit land.
 - iii. Copy of an extract of the presentation book for 11/5/2016.
9. Following an order of this Court dated 4/12/2019, this case was consolidated with ELC Kajiado 84 of 2019, NEO Developers Ltd v Jennifer Wanjiku Tumbes, Molyn Credit limited and District Land Registrar Kajiado. In case no. 84 of 2019, the Plaintiff, Neo Developers who have also been described as Interested Party in this case, sought the following reliefs against the Defendants.
- a) A declaration that the 3rd Defendant's refusal to register the Plaintiff's transfer instrument dated 14/11/2018 is unlawful.



- b) A mandatory injunction do issue compelling the 3rd Defendant to register the Plaintiff's instrument dated 14th November 2018 and execute all relevant documentation that may be required to be executed to effectively vest the sit land property in the Plaintiff within a time to be specified by the Court.
 - c) That in the alternative, judgment against the 2nd Defendant for a sum equivalent to the market value of the suit property based on a valuation undertaken by a Court appointed land surveyor.
 - d) Any other reliefs that the Court may deem just and expedient to grant.
 - e) Costs of this suit.
10. The case by the Plaintiff in case no. 84 of 2019 is as follows. Firstly, by an agreement dated 39/11/2017 Modyn Credit Ltd offered to sell the suit land to Neo Developers Ltd. The purchase price was Kshs.15,750,000/-. The suit land was registered in the name of Modyn Credit Ltd. The Plaintiff paid the full purchase price as agreed but the 2nd Defendant failed to transfer the suit land to the Plaintiff and also failed to disclose that there existed a third party. In short, the Plaintiff seeks a transfer of the suit land or a refund of the current market value of the suit land.
11. In support of its case, the Plaintiff in case no. 84/2019 filed the following evidence.
- i. Witness statement by Martin Mwita Kaburu, a director of the Plaintiff.
 - ii. Copy of title deed for the suit land issued on 11/5/2016.
 - iii. Copy of the sale agreement dated 29/11/2017.
 - iv. Copy of certificate of the consent of the Land Control Board.
 - v. Copy of application of the consent of the Land Control Board.
 - vi. Copy of the consent of the Land Control Board.
 - vii. KRA acknowledgement e-slip dated 29/1/2019 duly stamped by the Bank.
 - viii. Duly stamped transfer document dated 14/11/2018.
 - ix. Transfer registration booking from dated 4/2/2019.
 - x. Copy of letter dated 20/2/2019 from HKM Advocates to the District Land Registrar, Kajiado.
 - xi. Copy of letter dated 16/4/2018 by Geotech mapping solutions.
12. The 1st Defendant in case no. 45 of 2018 filed a written statement of defence dated 9/6/2018 generally denying the Plaintiff's claim. On 18/1/2022, the Plaintiff withdrew her case against the 1st Defendant.
13. In her reply to defence by 2nd Defendant, the Plaintiff denies entering into a conveyance transaction with the 2nd Defendant and that she is a stranger to an agreement for the sum of Kshs.5.5 million for the disposition of the sit property. She further denies approaching the 2nd Defendant for a loan facility of Kshs.5.0 million.
- In summary, she disagrees with the 2nd Defendants defence and prays for judgment as per her plaint dated 6/4/2018.
14. At the trial on 22/2/2022, 1/3/2023, 10/6/2024 and 19/9/2024 a total of six (6) witnesses testified. They included the Plaintiff, Moses Anyangu who is a Director of the 2nd Defendant, Peter Waithunguri,



Titus Koceyo, Martin Mwita Kaburu who is a director of the Interested Party and Rosemary Mwangi, a Land Registrar Kajiado.

15. In her testimony, the Plaintiff was categorical that she did not sell the suit land to the 2nd Defendant and all that she did was to facilitate the 1st Defendant to get a loan so that he could get money from the Kilifi Coal Project so that he could buy land from her at a good price. She further denied having attended the Land Control Board, receiving any cash from the 2nd Defendant or anybody else or even applying for any loan from the 2nd Defendant. She admitted giving out her title deed to the 1st Defendant but only for the purpose of him obtaining a loan to enable him get a hefty payment from the Coal project at Kilifi. It is her case that ID, P.I.N. certificate and passport size photographs were used for a purpose other than the one she gave them out for.
16. The director of the 2nd Defendant and his two witnesses gave evidence as per the 2nd Defendants case. They contend that the Plaintiff approached the 2nd Defendant with a view to selling land but the land was encumbered by Peter Waithunguri (DW 2) who had lent money to the Plaintiff who had insisted on receiving it in cash. It amounted to Kshs.2,635,000/-. Titus Koceyo is the advocate who prepared the sale agreement. He acted for both the Plaintiff and the 2nd Defendant who were seller and buyer respectively. While under cross examination counsel could not explain how the letter of consent of the Land Control board had a stamp of September 2015 when it is dated 22/2/2016. The application for consent is also dated 22/2/2016. He could also not explain how the director of the 2nd Defendant was the one with the consent yet in paragraph 8 of his witness statement, he said it is the Plaintiff who presented it to him.
17. The evidence by the director of Neo Developers Limited did not elicit any resistance from the 2nd Defendant. His cross examination by the counsel for the 2nd Defendant was aimed at blaming the Plaintiff for cautioning the suit land with the result that there is delay in its transfer to the said Neo Developers Limited. Counsel for the Plaintiff however raised the issue of the pending caution before the land Registrar even as the 2nd Defendant was purporting to sell the suit land to Neo Developers Ltd. The letter dated 18/9/2017 written by the 2nd Defendant asking the Plaintiff to vacate the suit land was another issued raised to Neo Developers to point out to them that the suit land was not vacant at the time the 2nd Defendant purported to sell it to them. The director of Neo Developers said that when he was paying 2nd Defendant for the land in May 2018, they were not aware that this case had already been filed.
18. The Land Registrar's testimony was to the effect that the registered owner of the suit land is the 2nd Defendant and a caution lodged by the Plaintiff is the only hindrance to Neo Developers being registered as the new owners as desired by the two parties. She confirmed that the caution by the Plaintiff is dated November 2017. The registrar was cross examined by the Plaintiff's counsel on why the seller paid stamp duty when it is the buyer who should. Secondly, the issue of the value of the land going down from Kshs.26 million to 16 million as per the various documents was raised. As for the 2017 caution filed by the Plaintiff, the Land Registrar said it was still pending on 19/9/2024 when she testified.
19. Counsel for the parties filed written submissions. The second Defendant's submissions are dated 18/12/2024, the Plaintiffs in case No. 84 of 2019 are dated 19/12/2024 and those of the Plaintiff in this case are dated 6/2/2025 respectively.

The issues raised in the 2nd Defendant's submissions are as follows:

- a. Whether the Plaintiff entered into a valid and enforceable agreement for sale and transfer of the suit property to the 2nd Defendant.



- b) Whether the proceedings in Milimani CMCC 7924 of 2017 are material to the determination of the issues in this case, and if so, to what extent.
- b. Whether there is any illegality, irregularity or fraud in the transfer of the said property to the 2nd Defendant.
- c. Whether the 2nd Defendant breached the terms of the sale agreement with the interested Party and whether the relief for compensation at the current market value of the property is appropriate.

The Plaintiff in case no. 84 of 2019 raised the following issues.

- a. Whether the Plaintiff is a purchaser for value without a notice?
- b. If the answer to (a) above is in the affirmative, whether the Plaintiff has suffered loss and damage and continues to do so on account of the 1st Defendant's actions and therefore be entitled to the remedies sought in the plaint.
- c) Who is to bear the costs of this suit?

The issues put forth by the Plaintiff in this case are as follows:

- i) Whether there existed a valid sale agreement for sale between the Plaintiff and the 2nd Defendant.
- ii) Whether there existed a valid transfer of the suit property from the Plaintiff to the 2nd Defendant.
- iii) Whether there was a legitimate loan transaction entitling the 2nd Defendant to the reliefs sought in the counterclaim.
- vi) Whether the sale of the suit property to the Interested Party was in bad faith.
- v) Whether the Plaintiff is entitled to the reliefs sought.

20. I have carefully considered all the evidence adduced in this case by all the parties including the witness statements, documents and testimony at the trial. I have also considered the written submissions by the learned counsel for the parties, the law cited therein and the issues identified by each party. I find that the issues as identified will resolve the dispute. I will begin with the 2nd Defendant's issues.

21. On the 1st of the 2nd Defendant's issues, I find that though the sale agreement between the Plaintiff and the 2nd Defendant and dated 12/2/2016 complies with section 3(3) of the Law of Contract Act. (Cap 23 laws of Kenya) it is invalid for the following reasons.

Firstly, it is clear that the Plaintiff was not a free contracting party who understood what was going on about the contract. After informing the first Defendant that she wished to sell her land, she was taken in a merry go round that is puzzling. She became a borrower of money meant to facilitate the 1st Defendant get funds to complete his part in a deal that was to enable him get money from a Kilifi coal Project. After the first Defendant got money from the coal project, he would then buy her land. In the end, it was not the first Defendants who bought the land but the 2nd Defendant. This is puzzling. Secondly and even more puzzling is that the Plaintiff received Kshs.5 million in cash. She was all alone and without a friend or a relative who could witness her receiving such a sum of money.

Thirdly, the sale agreement does not mention that the Plaintiff owed Peter Waithunguri Kshs.2,437,500/-. This should have been in the sale agreement because according to the director of the



2nd Defendant, on 2/2/2016, ten days before the sale agreement, the Plaintiff had already agreed that Waithunguri could be paid the amount. It is curious that such an important element of the agreement between the Plaintiff and the 2nd Defendant could fail to be captured in the sale agreement, ten days later. Fourthly, neither the director of the 2nd Defendant nor Peter Waithunguri could prove that they ever had Kshs. 5 million and Kshs 2,437,500/- in cash and where they got all this cash from. Finally, it is not usual for an advocate to represent a vendor in a land transaction and fail to charge fees. Yet this is what happened in this case. It would seem that Koceyo advocate acted without any instructions from the Plaintiff at all. I am persuaded by the submissions by the Plaintiff's counsel that if there is no evidence of a retainer, except the oral statement of the advocate which is denied by the client, the Court will treat the advocate as having acted without authority/permission. This is as per the holding in the case of *Ohaga v Akiba Bank* (2008) EA 1.

The Plaintiff has herself denied signing the sale agreement and meeting Koceyo advocate. Confronted with all the above red flags, I do not believe that the Plaintiff signed the sale agreement or received any cash payment from the director of the 2nd Defendant and Peter Waithunguri.

22. Regarding the relevance of the proceedings in Milimani CM CC 7924 of 2017, to this case, I find that they may be relevant but their relevance has not been pleaded or demonstrated in this case. In the 2nd Defendant's statement of defence dated 14/5/2018, the Milimani proceedings are mentioned only once at paragraph 7. Their relevance to this case is not mentioned. The same thing applies to the amended statement of defence dated 31/5/2018. Secondly at paragraph 14 of the witness statement by the director of the 2nd Defendant, he had this to say in part.

“...which suit is pending in Court and which nevertheless has no direct bearing to this suit save that the parties are related”.

The 2nd Defendant has through its own director confirmed that the Milimani suit has no relevance to this case.

23. As for the 3rd of the 2nd Defendant's issues, I find that there is illegality and irregularity in the transfer of the suit land to the 2nd Defendant. Since the purchase price was not paid to the Plaintiff, there cannot be a regular transaction after failure to payment of the purchase price. Secondly, I believe the Plaintiff when she says that all the documents that she signed were only meant to assist the first Defendant get money to unlock money expected from the Kilifi coal Project so that he could get funds to buy the suit land from her. She never signed any sale agreement for the sale of her land. This means that she did not knowingly sign any document to transfer her land. Thirdly, there is the red flag of the consent with a stamp of September 2015 when both the consent and the application for the consent of the Land control Board are dated 22/2/2016. The 2nd Defendant should have explained this serious anomaly and it did not. Finally, there is the other unexplained irregularity of registration of the land being registered in the name of the 2nd Defendant almost one month before stamp duty was paid on 8/4/2016. Registration had taken place on 18th March 2016. All these anomalies lend evidence to the Plaintiff's evidence that she did not sell or transfer the suit land to the 2nd Defendant.
24. On the final issue raised by the 2nd Defendant, I find that it breached the terms of the sale agreement with the Interested Party for the following reasons. Firstly, when the 2nd Defendant was negotiating with the Interested Party for the sale of the suit land in November 2017, there was a simmering dispute between the 2nd Defendant and the Plaintiff as can be evidenced by the letter dated 18/9/2017 written by Wamiti Njagi advocates to the Plaintiff accusing her of trespass over the suit land. This letter was filed as exhibit No.1 by the Plaintiff in ELC case no. 84/2019 where she is the 1st Defendant. Yet at



paragraph 14 of the sale agreement dated 29/11/2027 the 2nd Defendant covenants that the property is sold with vacant possession.

Secondly, as can be seen from the 3rd Defendant's exhibit No. 1, the green card, there was a caution pending against the suit land, which caution had been registered by the Plaintiff. Finally, by 30/4/2018, the 2nd Defendant had a memorandum of signed appearance in this suit and filed it on 2/5/2018. It is said by the Interested Party that it paid the 2nd Defendant the final installment for the purchase of the suit land in May 2018. All the above instances prove that the 2nd Defendant acted dishonestly in the purported sale of the suit land to the Interested Party. It did not make a full disclosure. This obviously means that the Interested Party having paid for the suit land in years 2017 and 2018, it is entitled to a refund of purchase price at the rate of the current market price of the land that it bought in 2017.

25. On the first of the issues raised by the Plaintiff in case no. 84 of 2019, I find that it is indeed an innocent purchaser for value without notice of defect in the 2nd Defendant's title. However since the suit land has been found to have been unlawfully acquired by the 2nd Defendant, the innocent purchaser doctrine does not help the Plaintiff in case no. 84 of 2019. Article 40 (6) of *the Constitution* of Kenya provides as follows:

“The rights under this Article do not extend to any property that has been found to have been unlawfully acquired”.

In the case of Dina Management v The County government of Mombasa and 5 others Petition No. 8(E010) of 2021, the Supreme Court of Kenya held as follows at paragraph 111 of the judgment.

“Article 50 of *the constitution* entitles every person to the right to property, subject to the limitations set out therein. Article 40(6) limits the rights as not extending them to any property that has been found to have been unlawfully acquired. Having found that the 1st registered owner did not acquire title regularly, the ownership of the suit property by the appellant thereafter cannot therefore be protected under Article 40 of *the constitution*. The root of the title having been challenged, as we already noted above, the appellant could not benefit from the doctrine of bonafide purchaser”.

The holding in Dina Management applies to this case in respect of the Plaintiff in case No. 84 /2019.

26. Coming to the second issue raised by the Plaintiff in case no. 84 of 2019, I have already dealt with it in dealing with the 2nd Defendants fourth issue. The Plaintiff in case no. 84 of 2019 is entitled to the prayer of the refund of a sum equivalent to the market value of the suit property. A valuation report filed by the 2nd Defendant and dated 2/10/2024 gives the value of the suit land as Kshs.27 million. That is the sum that I will award the Plaintiff in case no. 84 of 2019 as it is the 2nd Defendants valuation. In any case the Plaintiff has not filed any valuation report even outside the timelines set by the Court.
27. By deciding on the issues raised by the 2nd Defendant in this case and the Plaintiff in case no. 84 of 2019, I have necessarily decided on the issues raised by the Plaintiff in this case and it would be mere repetition if I were to decide on the Plaintiff's issues.
28. In conclusion and for the reasons set out hereinabove I enter judgement for the Plaintiff against the Defendants jointly and severally as per prayers A,B,C, D and E of the plaint dated 6/4/2018.

In regard to case No. 84 of 2019, I enter judgement for the Plaintiff against the 2nd Defendant only in terms of prayer (c) of the plaint dated 6/11/2019 and specify the market value at Kshs.27 million.

The Plaintiffs will also have the costs of the two suit against the 2nd Defendant only.

It is so ordered.



DATED, SIGNED AND DELIVERED VIRTUALLY AT MURANG'A THIS 6TH MAY, 2025.

M. N. GICHERU

JUDGE

Delivered online in the presence of:-

Court Assistant – Mwangi Njonjo

Plaintiff's Counsel – Mr. Kariuki

2nd Defendant's Counsel – Mr. Mugo

3rd Defendant's Counsel – Absent

Interested party's Counsel – Miss Mwaniki

