



**God's House of Miracles (Through National Officials Bishop Joshua Mulinge, Pastor Morrison Kareithi Mwangi) v Mwangi & 4 others; Kenya Commercial Bank Limited (KCB Limited) (Interested Party) (Environment and Land Case 127 of 2019) [2025] KEELC 5170 (KLR) (10 July 2025) (Ruling)**

Neutral citation: [2025] KEELC 5170 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT AND LAND CASE 127 OF 2019**

**OA ANGOTE, J  
JULY 10, 2025**

**BETWEEN**

**GOD'S HOUSE OF MIRACLES (THROUGH NATIONAL OFFICIALS BISHOP JOSHUA MULINGE, PASTOR MORRISON KAREITHI MWANGI) . PLAINTIFF**

**AND**

**PETER JUMA KURIAH MWANGI ..... 1<sup>ST</sup> DEFENDANT  
ERDEMANN PROPERTIES LIMITED ..... 2<sup>ND</sup> DEFENDANT  
GREAT WALLS GARDEN LIMITED ..... 3<sup>RD</sup> DEFENDANT  
ZEYUN YANG ..... 4<sup>TH</sup> DEFENDANT  
ZHANG JUNG ..... 5<sup>TH</sup> DEFENDANT**

**AND**

**KENYA COMMERCIAL BANK LIMITED (KCB LIMITED) .... INTERESTED PARTY**

**RULING**

1. Before this Court is a Notice of Motion application dated 13<sup>th</sup> January 2025 filed by the Plaintiffs pursuant to Sections 1A and 1B, 3 and 3A of the *Civil Procedure Act*, Order 11 Rule 7 of the Civil Procedure Rules and Article 159(2)(d) of *the Constitution* of Kenya 2010, through which the Plaintiffs have sought the following orders:
  - a. That this Honourable Court be pleased to grant leave to the Plaintiffs/Applicants herein to adduce additional evidence by way of a Plaintiff's 4<sup>th</sup> Supplementary List of documents dated



22<sup>nd</sup> November 2024, and the Plaintiff's Witness Statement of Simon Chege Kamangu dated 13<sup>th</sup> January 2025.

- b. That the Honourable Court be pleased to issue any further order and/or direction, as the Honourable Court may find fair and just to meet the interests of justice.
  - c. That costs of this application be in the cause.
2. The application is based on the grounds set out in the affidavit sworn by the 2<sup>nd</sup> Plaintiff, Pastor Morrison Kareithi Mwangi, who deposed that the additional evidence the Plaintiffs seek to adduce comprises a copy of an Agreement and Minutes dated 5<sup>th</sup> August 2016, and a Witness Statement by Simon Chege Kamangu dated 22<sup>nd</sup> November 2024.
  3. He deposed that the contents of the said Agreement and witness statement relate to the disputed parcel of land known as Land Reference No. 209/20567; that a meeting was held on 5<sup>th</sup> August 2016, during which the parties agreed on certain issues and that present at this meeting were Simon Chege Kamangu and Advocate Stella Muendo, among others.
  4. Pastor Morrison Kareithi Mwangi further deposed that it had become necessary to seek leave to call Simon Chege Kamangu as a witness because the evidence of Advocate Stella Muendo was objected to on the ground that it was privileged communication between advocate and client, and that Simon Chege Kamangu had previously been unavailable to testify as he believed the dispute between the parties would be settled amicably.
  5. The Plaintiffs contended that these documents are critical and directly relevant to the issues in these proceedings and that it is in the interest of justice to admit them, noting that their case has not yet been closed.
  6. Pastor Morrison Kareithi Mwangi argued that although the provisions of Order 11 of the Civil Procedure Rules are intended to expedite the hearing of suits, this Court retains the discretion to grant leave to allow a party to adduce additional evidence by way of calling an additional witness to produce another document, subject to the rule of relevance and interests of justice.
  7. He urged the court to administer substantive justice without undue regard to procedural technicalities and to determine the matter on its merits. He accordingly prayed that the Court exercises its discretion in favour of the Plaintiffs by granting them leave to adduce the proposed evidence, and that the said evidence is material and may have a bearing on the outcome of the case.
  8. The 2<sup>nd</sup> Plaintiff further deposed that the application was made in good faith and that no prejudice would be occasioned to the Defendants that cannot be adequately remedied by way of costs.
  9. The 1<sup>st</sup> Defendant, Peter Juma Kuriah, opposed the application through a Replying Affidavit dated 21<sup>st</sup> May 2025. He deposed that the Plaintiffs were required to supply their list of witnesses and documents to be relied on at the trial at the point of filing the suit, and that the Plaintiffs had a window to their complete bundle of documents prior to the commencement of the trial.
  10. The 1<sup>st</sup> Defendant deposed that the suit instituted on 8<sup>th</sup> April 2019, and the Plaintiffs' request to introduce a new witness and additional document six years after the institution of the suit amounts to an abuse of the court process.
  11. He further deposed that the Plaintiff's application constitutes a trial by ambush having regard to the density of the proposed witness statement and the handwritten notes that the Plaintiffs have sought to produce at this late stage. He contended that the admission of the proposed witness and documents would unfairly prejudice the Defendants by necessitating a shift in their legal strategy.



12. The 1<sup>st</sup> Defendant further argued that it was unclear how a witness of the purported significance of Simon Chege Kamangu would have been left out of the Plaintiffs' list of witnesses, and that his purported knowledge of the suit makes it suspicious that he would be introduced at this juncture.
13. Peter Juma Kuriah contended that the grounds for introducing Simon Chege Kamangu at this juncture are dishonest and that the Plaintiffs have failed to take responsibility for attempting to perpetuate the illegality of Advocate Stella Muendo testifying against her former client.
14. He argued that while the Plaintiffs claim the proposed witness refrained from participating in the proceedings on the assumption that the dispute would be resolved amicably, the matter has been actively contested before this Court for over five years.
15. He maintained that, given the nature and content of the proposed testimony, it is implausible that it would have been inadvertently overlooked or previously deemed unnecessary. Additionally, he contended that the statement by Simon Chege Kamangu and the documents sought to be introduced would give rise to a new cause of action founded on a transaction allegedly undertaken in 2016, which is now statute-barred.
16. The 1<sup>st</sup> Defendant further deponed that the makers of the handwritten notes that the Plaintiffs seek to introduce remain unidentified. He asserted that in accordance with the provisions of the Evidence Act, only the makers of documents can produce them in court, save where leave is granted in the limited circumstances prescribed by law for the production of documents by persons other than their makers.
17. He argued that since the Plaintiffs have not proposed to call the makers of the said documents as witnesses, their introduction into evidence would be prejudicial to the Defendants, given the questionable authenticity of the documents.
18. The 1<sup>st</sup> Defendant opined that the admission of the intended witness and documents will undoubtedly restart the whole trial to the detriment of the parties. He further submitted that the Plaintiff's reliance on Order 11 Rule 7 of the Civil Procedure Rules is misplaced as the said provision was amended and cannot ground the Plaintiff's application.
19. The 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Defendants opposed the application through Grounds of Opposition dated 7<sup>th</sup> March 2025. They contended that the application seeks to unlawfully and irregularly fill gaps in the Plaintiff's evidence and constitutes an attempt to circumvent an order of this court issued on 30<sup>th</sup> July 2024 in respect of the same evidence.
20. The 2<sup>nd</sup> – 5<sup>th</sup> Defendants argued that the Plaintiffs' recourse lay in lodging an appeal against the said order on or before 14<sup>th</sup> August 2024 and not in bringing this belated application dated 13<sup>th</sup> January 2025 which was an afterthought.
21. The second ground raised was that the document sought to be adduced dated 5<sup>th</sup> August 2016, has at all material times been within the knowledge, custody and possession of the Plaintiffs, both prior to the institution of this suit on 8<sup>th</sup> April 2019 and throughout its prosecution for the last five years.
22. The Defendants contended that no attempt has been made to satisfactorily explain the inordinate delay in producing the said document and witness statement.
23. Thirdly, the 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Defendants contended that the document dated 5<sup>th</sup> August 2016 described as "a copy of an Agreement and Minutes dated 5<sup>th</sup> August 2016 held by the law firm of Simba & Simba Advocates between Bishop Morris Kareithi, Simon Kamangu and Peter" is invalid for want of proper execution by all the parties alleged to be party to the agreement, contrary to Section 3(3)(a)(ii) Law of Contract Act.



24. According to the Defendants, the document is not credible and would occasion prejudice to the Defendants, were it admitted into evidence.
25. The Defendants further argued that the said agreement also seeks to read into, incorporate and/or introduce new supposedly agreed terms into the tri-partite Sale Agreement dated 5<sup>th</sup> August 2016, in contravention of Clauses 11,18 and 19. They stated that in law, the purported agreement would therefore have no legal effect in respect to the issues before the court and would not influence the result of the case.
26. Additionally, the Defendants stated that the document sought to be adduced is inconclusive as to authorship, which is a prerequisite for consideration for admission and that some of the alleged attendees had not signed the document, grossly impacting its authenticity, credibility and admissibility.
27. The Defendants asserted that for more than half a decade, the Plaintiffs have continued to enjoy injunctive orders blocking the project from proceeding, at great costs to the 2<sup>nd</sup> Defendant and its investment in the subject property.
28. They argued that the belated action only occasions further extended delays in the matter and that the titling of the new bundle of documents dubbed '4<sup>th</sup> Supplementary Bundle' is demonstrative of the Plaintiffs' continued attempts to conduct litigation by instalments.
29. It was the Defendants' contention that they would be grossly prejudiced due to the further delays, as well as by the Plaintiff seeking to steal a match and that the application should be dismissed with costs and the lodged documents expunged from the record, with the matter given dates on priority basis for further hearing.
30. The application was canvassed through written submissions which I have considered.

### **Analysis and Determination**

31. Upon consideration of the Notice of Motion application, the opposing pleadings filed by the Defendants and the submissions, the two issues that arise for determination by this court are whether to allow the Plaintiff's adduce additional evidence by way of a Supplementary List of documents dated 22<sup>nd</sup> November 2024, and whether to allow the Plaintiffs to file the witness statement of Simon Chege Kamangu dated 13<sup>th</sup> January 2025.
32. In brief, the Plaintiffs' claim in this suit is that they were induced to enter into a series of sale agreements with the Defendants concerning the suit property. They allege that the Defendants unjustly enriched themselves and engaged in fraudulent accounting practices, causing loss and damage to them.
33. The Plaintiffs contend that by a sale agreement dated 30<sup>th</sup> May 2013, the suit property was transferred to the 1<sup>st</sup> Defendant to hold it in trust for them and that the 1<sup>st</sup> Defendant was only entitled to one acre out of the total 5.7 acres, having paid a deposit solely for that portion.
34. The Plaintiffs further aver in the Plaint that by an agreement dated 5<sup>th</sup> August 2016, the 1<sup>st</sup> and 2<sup>nd</sup> Defendants entered into a sale agreement for the suit property, in which the balance of the purchase price was to be offset against a projected future development to be undertaken through a joint venture between the two Defendants and that this agreement was later varied through a Supplemental Agreement dated 23<sup>rd</sup> December 2016.
35. The Plaintiffs claim they have not received 50% of the amounts due to them from this arrangement. Consequently, they seek a declaration that the sale agreements are null and void or, in the alternative, judgment against the Defendants in the sum of Kshs. 858,333,324/=.



36. In his reply, the 1<sup>st</sup> Defendant averred that the Plaintiffs transferred the suit property to him for a consideration of Kshs. 250 million and the transfer was registered on 22<sup>nd</sup> August 2013 and that he subsequently transferred the suit property to the 2<sup>nd</sup> Defendant on 22<sup>nd</sup> September 2016.
37. He asserted that any oral representations between the parties were reduced into writing and contained in the agreements for sale dated 5<sup>th</sup> August 2016 and 23<sup>rd</sup> December 2016. He denied the claim of undue influence allegedly exerted upon the Plaintiffs and asserted that the Plaintiffs received due consideration in exchange for any interest they may have held in the suit property.
38. It is the 1<sup>st</sup> Defendant's case that the Plaintiffs' claim is an attempt to un-procedurally renegotiate the terms of the agreements.
39. In their responses, the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> Defendants, through their Statement of Defence, contended that the agreement dated 5<sup>th</sup> August 2016 and the supplemental agreement of 23<sup>rd</sup> December 2016 were lawfully entered into with the 1<sup>st</sup> Defendant, who was the registered proprietor of the suit property at the time. They assert that the Plaintiffs were at all material times represented by advocates in the execution of these agreements and that there was no undue influence exerted upon them.
40. The 2<sup>nd</sup> Defendant further claims that the suit property had been charged to Credit Bank, and that it duly paid the outstanding loan balance to discharge the property, in accordance with the provisions of the agreements dated 5<sup>th</sup> August 2016 and 23<sup>rd</sup> December 2016.
41. Through this application, the Plaintiffs have sought to adduce the witness statement of Simon Chege Kamangu as well as a handwritten agreement and the minutes of a meeting allegedly held on 5<sup>th</sup> August 2016 at the Law firm of Simba and Simba Advocates.
42. The Civil Procedure Rules prescribes under Order 3 Rule 2 of the Civil Procedure Rules that filing of the list of witnesses and witness statements is to occur at the point of filing a suit. Order 3 Rule 2 of the Civil Procedure Rules provides as follows:
- “ All suits filed under Rule 1(1) including suits against the government, except small claims, shall be accompanied by-
- a. The Affidavit referred to under Order 4 Rule 1(2);
  - b. A list of witnesses to be called at the trial;
  - c. Written statements signed by the witnesses excluding expert witnesses; and
  - d. Copies of documents to be relied on at the trial including a demand letter before action.
- Provided that the statement under sub rule (c) may with the leave of the Court be furnished at least fifteen days prior to the trial conference under Order 11.”
43. A court retains the power to enlarge time upon expiry of an appointed time fixed for the doing of any act under the Civil Procedure Rules. Order 50 rule 6 of the Civil Procedure Rules on the power to enlarge time provides that:
- “Where a limited time has been fixed for doing any act or taking any proceedings under these Rules, or by summary notice or by order of the court, the court shall have power to enlarge such time upon such terms (if any) as the justice of the case may require, and such



enlargement may be ordered although the application for the same is not made until after the expiration of the time appointed or allowed.

Provided that the costs of any application to extend such time and of any order made thereon shall be borne by the parties making such application, unless the court orders otherwise.”

44. The Supreme Court in *Salat vs Independent Electoral and Boundaries Commission & 7 Others* [2014] KESC 12 (KLR) stipulated the principles that a court should consider in exercising its discretion in an application for extension of time:

“It is incumbent upon the applicant to explain the reasons for delay in making the application for extension and whether there are any extenuating circumstances that can enable the Court to exercise its discretion in favour of the applicant. This being the first case in which this Court is called upon to consider the principles for extension of time, we derive the following as the under-lying principles that a Court should consider in exercise of such discretion:

- i. Extension of time is not a right of a party. It is an equitable remedy that is only available to a deserving party at the discretion of the Court;
- ii. A party who seeks for extension of time has the burden of laying a basis to the satisfaction of the court;
- iii. Whether the court should exercise the discretion to extend time, is a consideration to be made on a case to case basis;
- iv. Whether there is a reasonable reason for the delay. The delay should be explained to the satisfaction of the Court;
- v. Whether there will be any prejudice suffered by the respondents if the extension is granted;
- vi. Whether the application has been brought without undue delay; and
- vii. Whether in certain cases, like election petitions, public interest should be a consideration for extending time.”

45. On the first issue of the adoption of the witness statement by Simon Chege Kamangu, this court has considered the Amended Plaint filed by the Plaintiffs and it is evident that the intended witness, Simon Chege Kamangu, was well known to both the Plaintiffs and the 1<sup>st</sup> Defendant, a factor which the Plaintiffs contend induced them to trust the 1<sup>st</sup> Defendant and thereafter transferred the suit property to him as a trustee of the Plaintiffs.

46. The 1<sup>st</sup> Defendant subsequently sold the suit property to the 2<sup>nd</sup> Defendant vide the agreements dated 5<sup>th</sup> August 2016 and 23<sup>rd</sup> December 2016, and according to the Plaintiffs, fraudulently retained 50% of the benefits from the sale of the suit property.

47. For unclear reasons, Mr. Kamangu was excluded from the list of witnesses filed on 8<sup>th</sup> August 2019 together with the Plaint in this matter. The witnesses listed were Bishop Joshus Mulinge and Pastor Morrison Kareithi Mwangi. He was also excluded from a supplementary list of documents dated 10<sup>th</sup> November 2023, in which the Plaintiffs introduced a witness statement of DCI officer John Ndung’u.

48. When this matter came up for hearing on 13<sup>th</sup> May 2024, the Plaintiffs’ counsel, Mr. Kihara, indicated that he only had two witnesses and that he would then call a valuer to give expert evidence. On that day,



PC John Ndung'u and Bishop Morrison Kareithi testified as the Plaintiffs' witnesses. Bishop Kareithi concluded his oral evidence on 30<sup>th</sup> July 2024.

49. It was at this point that the Plaintiffs' counsel informed the court that he had two more witnesses: a valuer and Ms. Stella Advocate whose witness statement was filed on the Case Tracking System on 14<sup>th</sup> June 2024.
50. The Advocates for the 1<sup>st</sup> Defendant and the 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Defendants objected to the proposed testimony by Ms. Stella Advocate because she represented both the Plaintiffs and the 1<sup>st</sup> Defendant and drafted the sale agreement dated 5<sup>th</sup> August 2016. They asserted that privileged information was exchanged between the Advocate and the 1<sup>st</sup> Defendant.
51. Pursuant to Section 134 of the *Evidence Act* on advocate-client privilege, this Honourable Court held that, in the absence of the 1<sup>st</sup> Defendant's express consent for the Advocate to disclose any information he may have communicated to her, the Advocate was not permitted to testify on behalf of the Plaintiff or otherwise. The Court further directed that the parties were to confine themselves strictly to the evidence already on record.
52. On 21<sup>st</sup> January 2025, the Plaintiffs' Counsel indicated to the court that they had filed this application because they wished to call one more witness, Simon Chege Kamangu, and that he had overlooked the minutes of 5<sup>th</sup> August 2016 while filing his documents.
53. In the case of *Kanyarkwat Group Ranch & 4 others vs Joseph & 3 others* [2022] KEELC 15037 (KLR) Justice Nyagaka opined on the practice of parties exchanging documents in piecemeal and seeking leaking leave to file additional documents as follows:

“Such practice not only occasions injustice to the other parties in the case but defeats the whole overriding objective of the law, of both Section 3(1) and (2) of the ELC Act and Section 1A (1) and (2) of the *Civil Procedure Act*, of just, expeditious, proportionate and efficient resolution of disputes, and Article 159(2)(b) of *the Constitution* that justice shall not be delayed. The law does not envisage such a situation. The practice ought to stop. Courts not to encourage this practice. A party has to show that he could not, with all due diligence, access the evidence at the time of filing the suit or his Defence or Counterclaim. To file witness statements in ‘instalments’ is nothing but a travesty of justice and a practice of unleashing secret weapons when met with strong cases or keeping cards under the table for mischievous ends other than those of justice. A party should endeavor by all means to present his case or evidence at once. Absent of that, the burden is higher for him to satisfy the Court why he did not avail the evidence at the first time he presented his case before the Court.”

54. The Apex Court in the case of *Odinga & 7 Others vs Independent Electoral and Boundaries Commission & 3 others* [2013] KESC 1 (KLR) articulated the following legal position where the court has to consider whether to admit or reject additional evidence filed outside the stipulated statutory timelines:

“The parties in the petition had a duty to ensure that they complied with their respective timelines, and the court ought to adhere to its own. There must be a fair and level playing field so that no party or the court lost the time that they were entitled to and no extra burden should be imposed on any party or the court as a result of omissions or inadvertence which were foreseeable or could have been avoided.



If the further affidavit was small or limited so that the other party was able to respond to it, then the court would be considerate, taking into account all aspects of the matter. However, where the new material introduced was so substantial involving not only a further affidavit but massive additional evidence so as to make it difficult or impossible for the other party to respond effectively, the court would exercise caution and care in the exercise of its discretion to grant leave for the filing of the further affidavit and admission of additional evidence..”

55. This court is duly guided by these authorities.
56. It is evident that at the time of filing this suit, the Plaintiffs were fully aware of Simon Chege Kamangu’s involvement in the disputed transaction, as this was expressly detailed in the Plaint. The delay in listing him as a witness, spanning from August 2019 to July 2024, amounts to a period of five years, a delay that is significant.
57. While the reasons advanced by the Plaintiffs for failing to include Simon Chege Kamangu as a witness at the outset are wanting, this court has considered the proposed witness statement and the same does not propose to alter the cause of action. There is therefore no risk of restarting this suit, as has been claimed by the Defendants. It is also evident that the witness’s testimony will go towards settling the substantive issues herein.
58. This court particularly takes into consideration that the Plaintiffs are yet to close their case. Further, any prejudice the Defendants stand to suffer is mitigated by the fact that the Defendant will have the opportunity to cross-examine the witness, and to file any additional statements and documents in response.
59. Further still, any prejudice that may result to the Defendants by way of increased costs in defending this suit is compensable by the Plaintiffs by payment of costs.
60. With regard to the minutes dated 5<sup>th</sup> August 2016, the Defendants have opposed the production of the same on the grounds that the same is inadmissible as it is not clear who authored the document and that under the Evidence Act, only the maker of the document can produce it in court.
61. The general restriction of admissibility of evidence is found in Section 5 of the Evidence Act, which provides as follows:

“Subject to the provisions of this Act and of any other law, no evidence shall be given in any suit or proceeding except evidence of the existence or non-existence of a fact in issue, and of any other fact declared by any provision of this Act to be relevant.”
62. It is trite that documentary evidence, in contrast to oral evidence, is required to pass through certain check posts, such as admissibility and relevancy before it is allowed evidence. Many times, it is difficult to identify which of these check posts is required to be passed first, which to be passed next and which to be passed later.
63. Sometimes, the sequence in which evidence has to go through these check posts, changes. Generally, and theoretically, admissibility depends on relevancy. Under the Evidence Act, relevancy must be established before admissibility can be dealt with.
64. Halsbury’s Laws of England (4<sup>th</sup> Ed) Vol 17 at para 5 states that:

“The prime requirement of anything sought to be admitted in evidence is that it is of sufficient relevance. What is relevant (namely what goes to the proof or disproof of a matter



in issue) will be decided by logic and human experience, and facts may be proved directly or circumstantially. But while no matter should be proved which is not relevant by the normal tests of logic may not be proved because of exclusionary rules of evidence. Such matters are inadmissible. Admissible evidence is thus that which is (i) relevant and (2) not excluded by any rule of law or practice. It may be that an item of evidence is admissible on one ground and inadmissible on others; if so, it will be admitted. Evidence may also be admissible for one purpose and not for another.”

65. There is no doubt that the handwritten agreement and minutes are relevant to this dispute, as they relate to the events surrounding the execution of the agreement dated 5<sup>th</sup> August 2016.

66. With respect to its admissibility of documents, Section 35 of the *Evidence Act* prescribes as follows:

“35. In any civil proceedings where direct oral evidence of a fact would be admissible, any statement made by a person in a document and tending to establish that fact shall, on production of the original document, be admissible as evidence of that fact if the following conditions are satisfied, that is to say—

- (a) if the maker of the statement either—
  - (i) had personal knowledge of the matters dealt with by the statement; or
  - (ii) where the document in question is or forms part of a record purporting to be a continuous record, made the statement (in so far as the matters dealt with thereby are not within his personal knowledge) in the performance of a duty to record information supplied to him by a person who had, or might reasonably be supposed to have, personal knowledge of those matters; and
- (b) if the maker of the statement is called as a witness in the proceedings:

Provided that the condition that the maker of the statement shall be called as a witness need not be satisfied if he is dead, or cannot be found, or is incapable of giving evidence, or if his attendance cannot be procured without an amount of delay or expense which in the circumstances of the case appears to the court unreasonable.”

67. It has been alleged that Simon Chege Kamangu was not only present when the purported handwritten agreement was made, but that he also appended his signature to it. Whether that is true or not can only be tested at trial. For now, the said agreement and minutes are relevant. The issue of their admissibility will be argued and decided by this court at trial.

68. In conclusion, this court finds that the Plaintiffs’ application is merited. The application dated 13<sup>th</sup> January, 2025 is allowed as follows:

- a. Leave be and is hereby granted to the Plaintiffs herein to adduce additional evidence by way of the Plaintiffs’ 4<sup>th</sup> Supplementary List of documents dated 22<sup>nd</sup> November 2024, and the Plaintiff’s Witness Statement of Simon Chege Kamangu dated 13<sup>th</sup> January 2025.



b. The costs of this application be in the cause.

**DATED, SIGNED AND DELIVERED VIRTUALLY IN NAIROBI THIS 10<sup>TH</sup> DAY OF JULY, 2025.**

**O. A. ANGOTE**

**JUDGE**

In the presence of;

Mr. Mwalano for Makau for 1<sup>st</sup> Defendant

Mr. Kihara for Plaintiffs

Mr. Lusi for 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Defendants

Mr. Mugo for Interested Party

Court Assistant: Tracy

