



Kimanzi v Mahira Housing Company Limited & another (Environment and Land Case Civil Suit 618 of 2012) [2025] KEELC 5191 (KLR) (10 July 2025) (Judgment)

Neutral citation: [2025] KEELC 5191 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT AND LAND CASE CIVIL SUIT 618 OF 2012**

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

BETWEEN

JOHN GITAU KIMANJI PLAINTIFF

AND

MAHIRA HOUSING COMPANY LIMITED 1ST DEFENDANT

PHILIP OSERE MANOTI 2ND DEFENDANT

JUDGMENT

Background

1. Vide a Further Amended Plaint dated 19th June, 2017, the Plaintiff seeks the following reliefs as against the Defendants jointly and severally:
 - a. That a permanent injunction orders restraining the 1st and 3rd [2nd] Defendants from interfering, selling, wasting, destroying, trespassing or in any other way of interfering with the Plaintiff's plot no's 1009 and 1064, either by themselves or through their agents, servants or any other person acting through them be issued.
 - b. That the Hon Court do grant orders to protect and preserve the property no 1009 and 1064 at Kahawa South of Ruiru Town.
 - c. The 1st and 3rd Defendant to be held liable and ordered to meet the costs of destruction as may be assessed.
 - d. For a declaration order that the resolution made via minute no 15/06 of 5th November, 1986 is null and void.
 - e. For specific performance of the 1st Defendant to transfer the suit properties to the Plaintiff.
 - f. The Plaintiff further prays for compensation for breach of contract.



- g. In the alternative to prayer (e) above, for compensation for the reclaimed and/or re-sold land, equivalent to the current market price of the suit properties as per a current valuation report.
- h. Costs and interests of this suit.
2. It is the Plaintiff's case that at all material times, the 1st Defendant was the owner of all that parcel of land known as L.R No 10901/37 situate at Kahawa South of Ruiru Town which it sub-divided into several plots including plot no 1009 measuring 50ft x 80ft bearing plot certificate no 1009 of 30th October, 1989 and plot 1064 measuring 50ft x 80ft bearing certificate no 1064 of 8th November, 1989(hereinafter the suit plots).
 3. It is his case that he purchased the plots, paid the entirety of the purchase price and took possession thereof upon which he constructed temporary structures; that on or about the 30th March, 2012, the 1st and 3rd [2nd] Defendants, without any notice to him, descended upon his plots, pulled down the structures, and that the 3rd Defendant begun constructions thereon claiming to be the rightful owner. Attempts to get information from the 1st Defendant, he states, did not yield any information.
 4. The Plaintiff contends that the destruction to his plots is worth thousands of shillings and unless the court intervenes, he is likely to suffer irreparable losses.
 5. According to the Plaintiff, the 1st Defendant's resolution to sell all undeveloped property within seven years is unconstitutional, unfair unreasonable and invalid and this court ought to declare as such; that the court should also direct the 1st Defendant to transfer the suit plots to him and that in the alternative, he should be compensated for the land at the current prevailing rates.
 6. The 1st Defendant filed a Defence on 8th July, 2013. It denied the assertions set out in the Plaint stating that the property L.R No Ruiru/Kiu/ Block 10/166 (Mahiira) is duly owned by Raphael Waweru Kungu, Peter Gichuka, Peter Chege Ngugi and Ayub Muchai duly registered under the provisions of the Registered Land Act(repealed) and that vide the resolution of 5th November, 1986 under minute 15/86, the 1st Defendant resolved:
 - (a) a) That if a purchaser buys the plot in the company farm L.R No 10901/36 and L.R No 10901/37 at Kahawa South Ruiru Town and stays in debt for over for years each plot costing Kshs 6,600/= the purchasers shall be refunded the monies because he/she may find the plots had finished.
 - (b) That if a purchaser buys the plot on the company farm L.R No 10901/37 at Kahawa South of Ruiru Town, stays away from the plot for about 8 years, the said purchaser loses the plot and has no claim whatsoever.
 7. It was stated that the aforesaid resolutions are in writing, duly signed by all the members (read directors) and are in the books kept by the 1st Defendant. As per the said resolution, it was argued, the Plaintiff has, by staying away from the land for a period of over 23 years lost his interest in the same.
 8. The 1st Defendant asserted that the impugned resolutions were passed pursuant to its Memorandum and Articles of Association of a Private Company limited by private shares and pursuant to the regulations for the management of a private company limited by shares and that there is no breach of the law as per the Companies Act, Cap 486. In the circumstances, it was urged, the Plaintiff's interest in the land is non-existent.
 9. The 2nd Defendant filed a Defence on 21st January, 2013. He denied the assertions as set out in the Amended Plaint stating that he lawfully purchased L.R No 10901/36 bearing certificate no 1009



measuring approximately 50ft x 80ft situate in Kahawa South of Ruiru Town. Pursuant to the purchase, he stated, he has built a flat of two floors and that the same is different from the suit property.

Hearing and Evidence

10. The matter first proceeded for hearing on 24th September, 2019, with the Plaintiff testifying as PW1. He stated that he purchased the suit plots from the 1st Defendant on 18th October, 1989 and 8th November, 1989 respectively and was issued with plot certificates and receipts. In support of his claim, he produced the receipts dated 18th October, 1989 as PEXHB1(a) and a survey receipt dated 6th November, 1989 as PEXHB1(b).
11. He further produced the certificate for plot 1009 as PEXHB2, the certificate for plot 1064 as PEXHB3, the receipt for plot 1064 dated 6th November, 1989 as PEXHB4(a), and the corresponding survey receipt as PEXHB4(b).
12. According to PW1, he was informed about the sale of the property by Evans Thumbu; that he purchased the same from the 1st Defendant who required all purchasers to construct houses in a uniform design and that the Directors told them to wait for title deeds, but he was never called upon to collect his. According to PW1, Plot 1009 is currently occupied by the 2nd Defendant, while plot 1064 is occupied by Directors of the 1st Defendant.
13. It was his further evidence that when he visited the plots on 22nd November, 2011, he was informed that both plots had been allocated to other persons. Upon further inquiry, he discovered that plot 1009 had a one-storey building, while plot 1064 had a borehole and a storey building.
14. He maintained that the only condition attached to his purchase was to build a house in line with the design featured on the 1st Defendant's logo and that the Directors offered him an alternative plot, which he declined because it was located near a river, and he feared potential issues with the National Environment Management Authority (NEMA).
15. It was his evidence on cross-examination, that he cannot recall the names of the people who initially took him to the plot; that he does not personally know the 2nd Defendant, nor does he know the 2nd Defendant's plot number and that the 2nd Defendant's certificate indicates that the plot is on parcel 36, while his is on 3rd parcel number 37. PW1 admitted that he does not have a sale agreement or a title deed for the property. Additionally, he stated, no one was prosecuted in connection with the alleged demolition of his structure, and that he has no evidence to prove that such demolition occurred.
16. It was his further evidence on cross-examination that he does not have any register showing he was a member of the 1st Defendant and that the receipts adduced into evidence show that he paid Kshs 8,400 out of the purchase price of Kshs 12,500.
17. On re-examination, PW1 testified that he paid a total of Kshs. 12,500 and does not understand why the receipts issued to him reflect only Kshs. 8,400; that when he attempted to fence the plots, he was chased away and that it was the 1st Defendant who informed him that his plot had been sold to the 2nd Defendant.
18. According to PW1, he was never notified of any resolutions made by the 1st Defendant regarding the sale and that no one has constructed any structures in the area.
19. PW2 was Reuben Mbugua Mbuba, a Land Registrar stationed at the Ruiru Lands Registry. He testified that he was summoned to produce records relating to land titles Ruiru/Kiu/Block 10/263(Mahiira) and Ruiru/Kiu/Block 10/166(Mahiira).



20. He stated that parcel number 263 was first registered on 4th April, 2007 in the name of the 1st Defendant, who subsequently allocated it to the 2nd Defendant, identified by ID No. 7009472; that a title deed was issued to the 2nd Defendant on the same day; that the 2nd Defendant obtained a loan of Kshs. 550,000 from the Kenya Union of Savings and Credit Co-operatives Limited (KUSCCO), and that a charge was registered on 16th July, 2007.
21. PW2 stated that he also has the consent to charge dated the 3rd July, 2007, the application form for Land Control Board consent, and the booking form PB No. 439 of July 2007. He confirmed that the parcel file included the transfer documents from the 1st Defendant to the 2nd Defendant. He produced the foregoing documents as PEXHB5.
22. PW2 also produced the documents with respect to parcel 166 being the transfers from the 1st Defendant to one Margaret Wacheke Muchai of ID 11083872 and Jane Wanjiru of ID no 11769453 as joint owners. The second transfer of the same land is from the 1st Defendant to Raphael and Peter as trustees of Mahiira Borehole site.
23. It was his evidence that the transfer that was registered and gave rise to the green card was the one in the names of Margaret and Jane as joint owners and that the land was transferred to Margaret on the 7th April, 2019. He produced the documents as PEXHB6. It was his evidence that once the Registrar signs the green card, the same become valid.
24. PW3 was Evans Njane. He adopted his witness statement dated 30th November, 2012 as his evidence in chief. It was his testimony that on or about the 30th October, 1989 and 8th November, 1989, he, together with the Plaintiff purchased plots from the 1st Defendant and were given certificates. He stated that the 2nd Defendant has maliciously trespassed on the Plaintiff's plot no 1009.
25. During cross-examination, PW3 testified that he was the one who introduced and took the Plaintiff to the 1st Defendant for the purpose of purchasing that land. However, he admitted that he does not have any documentary evidence to support this claim.
26. PW3 further conceded that he cannot recall the exact amount of money the Plaintiff paid to the 1st Defendant in connection with the transaction, and that he did not witness the actual payment and is not aware of whether any formal agreement or receipt was issued for the same.
27. The 2nd Defendant, DW1, adopted his witness statement dated 25th January, 2013 as his evidence in chief and produced the bundle of documents of an even dated as DEXHB1.
28. DW1 stated that he purchased the property from the 1st Defendant on the 7th February, 2005 vide a sale agreement for Kshs 100,000 and was given an allotment letter dated the 7th February, 2005. DW1 stated that his plot number is L.R 10901/37 while the 1st Defendants is L.R 10901/36. On cross-examination he stated that his plot number is 1009, similar to that of the Plaintiff.
29. During re-examination he reiterated that the Plaintiff's plot is different from his.

Submissions

30. The Plaintiff filed submissions on 7th April 2025. Counsel submitted that based on the admissions made by the 1st and 2nd Defendants, and the evidence adduced, it is evident that Plot Nos. 1064 and 1009 were registered and issued with title numbers Ruiru/Kiu/Block 10/166 (Mahiira) and Ruiru/Kiu/Block 10/263 (Mahiira), respectively. Counsel urged the court to be guided by the principles articulated in *Choitram v. Nazari* [1984] KLR 32 regarding the effect of admissions and evidentiary value.



31. On the issue of ownership, it was submitted that the Plaintiff gave detailed evidence outlining the manner in which he acquired the suit properties, including the production of plot certificates and receipts confirming payments made.
32. It was contended that having acquired the plots first in time, the Plaintiff's proprietary interest was superior, and the 1st Defendant had no lawful interest capable of being transferred to any third party. In support, reliance was placed on the cases of Board of Trustee Meru Diocese Kirimara Parish vs Dore Waiya Bore [2020] eKLR and David Maina Kanyoro vs Nelson Karori Gathima & 2 Others [2021] eKLR.
33. Counsel urged that in the circumstances, the Land Registrar should be directed to effect the transfer of the parcels into the Plaintiff's name. It was submitted that further, in regards to plot no 1064, now registered as Ruiru/Kiu/Block 10/166 (Mahiira), the same was transferred during the pendency of the suit and as such, the doctrine of lis pendens should apply to render it ineffectual. The cases of Carol Silock vs Kassim Shariff Mohammed [2013] eKLR and Re Estate of Solomon Muchiri Macharia [2016] eKLR were cited in support of this proposition.
34. It was further submitted that, having established the Plaintiff's proprietary rights over both parcels, the court should issue a permanent injunction restraining the Defendant from interfering with, alienating, wasting, or trespassing upon the same. The 1st Defendant did not file submissions.
35. The 2nd Defendant's counsel filed submissions on 20th June, 2025. Counsel submitted that the question of who are proper parties to a suit was addressed in the case of Werrot and Company Limited & Others vs Andrew Douglas Gregory and Others [1988] eKLR where it was stated that the test, is twofold.
36. First, there must be a right to some relief against the party in question in respect of the matter involved in the proceedings, and second, it must not be possible to pass an effective decree in the absence of such a party. Reliance was also placed on the cases of Kizito M. Lubano vs KEMRI Board of Management & 8 Others [2015] eKLR.
37. Counsel submitted that the suit against the 2nd Defendant is fatally defective, because he has been wrongly sued in relation to land he has no knowledge of. It was pointed out that the Plaintiff claims to have purchased plots 1009 and 1064 from the 1st Defendant, both allegedly hived from L.R. No. 10901/37. On the other hand, that the 2nd Defendant purchased a different plot no. 1009, from the 1st Defendant in 2005, which was hived from L.R. No. 10901/36. This distinction between the two mother titles, it was submitted, is critical.
38. It was emphasized by the 2nd Defendant's counsel that the 2nd Defendant holds a valid and indefeasible title for Ruiru/Kiu/ Block 10/263 (Mahiira), issued after due process and which has not been impugned.
39. Reliance was placed on the case of Apex International Ltd and Anglo Leasing and Finance International Ltd v Kenya Anti-Corruption Commission [2012] eKLR, Sietco (Kenya) Ltd vs Fortune Commodities Ltd & The Co-operative Bank of Kenya Ltd [2005] eKLR, and Grace Mwenda Munjuri v Trustees of the Agricultural Society of Kenya [2014] eKLR.
40. Counsel submitted that the 2nd Defendant's title to Ruiru/Kiu/Block 10/263 (Mahiira) has not been impeached as per the provisions of Section 26 of the [Land Registration Act](#) and as such, the Plaintiff cannot sustain a claim for trespass. Reliance was placed on the case of Samuel Mwangi vs Jeremiah M'Itobu [2012] eKLR.



41. In conclusion, it was submitted that the Plaintiff has not discharged the legal burden of proof required of him under Section 107 of the Evidence Act, or the evidentiary burden under Sections 109 and 112 of the same Act. Counsel thus urged the court to dismiss the suit with costs to the 2nd Defendant.

Analysis and findings

42. The Plaintiff instituted this suit seeking, inter-alia, permanent injunctive orders against the Defendants restraining them from interfering with the suit plots, orders directing the 1st Defendant to transfer the suit plots into his name, compensation for breach of contract and in the alternative, compensation for the suit plots as per their current value.

43. It is the Plaintiff's case that he is the legitimate proprietor of plots 1009 and 1064 which he purchased from the 1st Defendant. He stated that he duly paid the entire purchase price and had been given possession of the plots whereas he constructed mabati structures.

44. He contends that despite his ownership of the suit plots, the 1st Defendant never issued him with titles. Rather, it transferred the suit plots to itself and other persons unknown to him. The Plaintiff adduced into evidence plot certificates with respect to the suit plots, copies of official receipts of the payments and survey fees.

45. The Plaintiff also adduced, through PW2, copies of the transfer documents in respect of Ruiru/Kiu/Block 10/166(Mahiira) from the 1st Defendant to Jane Wanjiru and Margaret Muchai, application for and LCB consent for the aforesaid transfer, transfer in respect of Ruiru/Kiu/Block 10/263(Mahiira) from the 1st to the 2nd Defendant, application for and LCB consent in respect of Ruiru/Kiu/Block 10/263, application for registration of charge and consent to charge in respect to Ruiru/Kiu/Block 10/263(Mahiira).

46. The 1st Defendant did not testify.

47. On its part, the 2nd Defendant asserts that the property alluded to by the Plaintiff is distinct from his parcel of land which arose from L.R 10901/36 and which he duly purchased from the 1st Defendant.

48. He adduced into evidence the sale agreement dated the 7th February, 2005, cash receipt payment, allotment letter no MAH/CAP/NOC/05, plot certificate no 1009 for L.R No 100901/36, a title deed for parcel number Ruiru/Kiu/Block 10/263, and the photos of the suit property.

49. As aforesaid, the Plaintiff asserts that he is the rightful owner of the suit plots. Consequently, the burden rests on him to prove this claim in accordance with the well-established legal and evidentiary principle that he who alleges must prove. This principle is codified under Section 107(1) and (2) of the Evidence Act which provides as follows:

- “(1) Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.
- (2) When a person is bound to prove the existence of any fact it is said that the burden of proof lies on that person.”



50. And Sections 109 and 112 of the same Act which states:

“109. The burden of proof as to any particular fact lies on the person who wishes the court to believe in its existence, unless it is provided by any law that the proof of that fact shall lie on any particular person.

“112. In civil proceedings, when any fact is especially within the knowledge of any party to those proceedings, the burden of proving or disproving that fact is upon him.”

51. In discussing the standard of proof in civil liability claims in this jurisdiction, the Court of Appeal in *Mumbi M’Nabea v David M. Wachira* [2016] eKLR stated as follows:

“In our jurisdiction, the standard of proof in civil liability claims is that of the balance of probabilities. This means that the Court will assess the oral, documentary and real evidence advanced by each party and decide which case is more probable. To put it another way, on the evidence, which occurrence of the event was more likely to happen than not...The position was re-affirmed by the Court of Appeal in *Maria Ciabaitaru M’airanyi & Others v. Blue Shield Insurance Company Limited -Civil Appeal No. 101 of 2000* [2005] 1 EA 280 where it was held that:

“Whereas under section 107 of the *Evidence Act*, (which deals with the evidentiary burden of proof), the burden of proof lies upon the party who invokes the aid of the law and substantially asserts the affirmative of the issue, section 109 of the same Act recognizes that the burden of proof as to any particular fact may be cast on the person who wishes the Court to believe in its existence.”

52. The court will be so guided.

53. Having carefully considered the pleadings, testimonies and submissions by the parties herein, the issues that arise for determination are:

- i. Whether plot numbers 1009 and 1064 gave rise to title numbers Ruiru/Kiu/Block 10/263(Mahiira) and Ruiru/Kiu /Block 10/166 (Mahiira) respectively?
- ii. Whether the 1st and 2nd Defendants have interfered with, trespassed upon, or unlawfully dealt with the Plaintiff’s interest in plot no’s 1009 and 1064?
- iii. What are the appropriate reliefs to issue?

54. As earlier noted, the Plaintiff contends that there has been interference with his plots 1009 and 1064 by the Defendants, and that the same are what are now known as titles Ruiru/Kiu/ Block 10/263 (Mahiira) and Ruiru/Kiu/ Block 10/166 (Mahiira) respectively. Consequently, the first port of call is a determination of whether indeed the plots gave rise to the impugned titles.

55. Beginning with the claim relating to plot 1009, it is the Plaintiff’s case that he purchased this property from the 1st Defendant sometime in 1989. The Plaintiff produced a plot certificate dated 30th October, 1989, duly signed and sealed with the 1st Defendant’s seal and signed by three of its officials being the Chairman, Secretary and Treasurer. The property is described as:

“Size: 50x80 ft, Plot No. 1009, L.R. No. 10901/37.”



56. The 2nd Defendant too asserts that he purchased a plot number 1009 from the 1st Defendant sometime in 2005. He too adduced his plot certificate. The description of the suit property is set out as:
- “Size: 50x80 ft, Plot No. 1009, L.R. No. 10901/36.”
57. It is apparent from the foregoing that while both parties claim ownership of plot number 1009, the Plaintiff’s certificate describes the land as L.R. No. 10901/37, whereas the 2nd Defendant’s certificate describes it as L.R. No. 10901/36. This difference is not trivial. A land reference number is a unique and specific identifier assigned to a surveyed and registered parcel of land, distinguishing it from all others.
58. Accordingly, it was incumbent upon the Plaintiff to demonstrate, by cogent evidence, that despite the differing L.R. numbers, the two plots refer to the same physical parcel. This was unfortunately not done. There was no documentary evidence such as a survey report, that would be able to establish the physical boundaries, and location of the two parcels, or to confirm that they occupy the same ground.
59. PW2’s evidence too did not aid in this regard. His testimony was limited to registration details and did not support the Plaintiff’s contention that his plot 1009 was the precursor to Ruiru/Kiu Block 10/263. In the end, the court is left with two distinct L.R. numbers and no evidentiary basis to treat them as referring to one and the same parcel of land.
60. Turning to plot number 1064, the Plaintiff contends that this plot culminated in the creation of Ruiru/Kiu/ Block 10/166 (Mahiira). He asserts that this fact was admitted by the 1st Defendant.
61. It is trite that pleadings are not by themselves, evidence. They are mere assertions until proved or admitted. Thus, a party who does not adduce evidence in support of their pleadings cannot rely on those pleadings to prove their case. [See CMC Aviation Ltd vs Cruisair Ltd (No. 1) [1978] KLR 103].
62. However, an admission, unlike a general pleading, is legally distinct and is governed by Order 13 the Civil Procedure Rules, which permits the court to enter judgment on the basis of clear, unequivocal, and unambiguous admissions, whether contained in pleadings or elsewhere, such as correspondence or oral statements. [see Choitram vs Nazar [1984] KLR 327, and Sunrose Nurseries Ltd vs Gatoka Ltd [2014] eKLR].
63. In Momanyi vs Hatemu & Another [2003]2 EA 600, cited in the Court of Appeal case of Harit Sheth T/A Harit Sheth Advocates vs Shamas Charania [2014] KECA 742 (KLR), it was stated that a clear and unequivocal admission of fact is conclusive, rendering it unnecessary for one party (in whose favour the admission was made) to adduce evidence to prove the admitted fact, and incompetent for the other party, making the admission to adduce evidence to contradict it.
64. The court has considered the 1st Defendant’s Defence. It provides that title number Ruiru/Kiu/Block 10/166 is registered in the names of Raphael Waweru Kungu, Peter Chege Ngugi, and Ayub Muchai and is registered as such under the Registered *Land Act*.
65. The Defence further states that by a resolution dated 5th November, 1986, the 1st Defendant resolved that any purchaser of a plot within L.R. No. 10901/37 who remained absent from their allocated plot for more than eight years would forfeit their claim. The 1st Defendant then pleaded that, by virtue of the Plaintiff having stayed away from the plot for 23 years, he had lost his interest in the same.
66. Looking at these assertions vis – a -vis the Plaintiff, it is apparent that the Plaintiff is making reference to two plots being 1009 and 1064. In its Defence, however, the 1st Defendant has not stated which of



these plots is alleged to have given rise to title Ruiru/Kiu/Block/10 Mahiira 166. The Defence only references “the suit property”, and “the plot.” This is not a clear, unequivocal admission.

67. Even if the assertion by the 1st Defendant amounts to an admission, then one would have expected the Plaintiff to join the people who were mentioned as the registered proprietors Ruiru/Kiu/Block/10 Mahiira 166 by the 1st Defendant, to enable the court hear their version, before making an adverse decision against them, if at all.
68. Either way, has the Plaintiff demonstrated that the impugned title emanated from plot 1064? The answer, once again, is in the negative. Despite making assertions to that effect, the Plaintiff has not adduced sufficient or cogent evidence to establish a nexus between plot no. 1064 and land parcel Ruiru/Kiu/Block 10 Mahiira/166. Similarly, PW2’s evidence was of no help in this regard.
69. Ultimately, the Plaintiff has not discharged the burden he bore of proving that parcel no. Ruiru/Kiu/Block 10 Mahira/166 was a direct subdivision, mutation, or otherwise derived from plot no. 1064.
70. In the end, the court finds that the Plaintiff has not established that plot no. 1009 or plot no. 1064 gave rise to the titles, Ruiru/Kiu/Block 10/263 and Ruiru/Kiu/Block 10/166 respectively.
71. The evidence before this court shows that the 2nd Defendant was registered as the proprietor of Ruiru/Kiu/Block 10/263 (Mahiira), on 4th April, 2007 under the provisions of the now repealed Registered Land Act. On the other hand, title number Ruiru/Kiu/Block 10/166 (Mahiira) is registered in the name of Margaret Waceke Muchai, with the registration having been effected on 7th April, 2019 under the provisions of the Land Registration Act.
72. The court has already found that the Plaintiff failed to establish a connection between plot numbers 1009 and 1064 and the impugned titles. The Plaintiff’s challenge rested solely on the claim that the titles were derived from the plots previously allocated to him, and therefore could not have been lawfully transferred to any other persons.
73. In the absence of evidence to prove that the Defendants obtained the challenged titles by fraud or mistake as provided under Section 143 of the Registered Land Act or Section 26 of the Land Registration Act, the titles remain valid and unimpeached.
74. Consequently, there is no basis upon which the court can make a finding that the Defendants have interfered with the Plaintiff’s proprietary rights in plots 1009 and 1064, or an order for compensation.
75. The Plaintiff has also sought a declaration that the resolution passed under minute no. 15/06 of the 5th November 1986 is null and void. However, beyond merely pleading this relief, the Plaintiff did not lead any substantive evidence in support of this claim. Notably, the actual resolution in question was never produced before the court, nor was any witness called to testify on its contents, context, or effect.
76. In the end, the court finds that the Plaintiff has not established his case to the requisite standards. The Plaintiff’s suit is dismissed with costs.

DATED, SIGNED AND DELIVERED VIRTUALLY IN NAIROBI THIS 10TH DAY OF JULY, 2025.

O. A. ANGOTE

JUDGE

In the presence of;

Mr. Masese for 2nd Defendant

Ms Wangui for Plaintiff



Court Assistant: Tracy

