



**Mara North Holdings Limited v Sananka (Environment & Land Case  
E021 of 2025) [2025] KEELC 5061 (KLR) (3 July 2025) (Ruling)**

Neutral citation: [2025] KEELC 5061 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAROK  
ENVIRONMENT & LAND CASE E021 OF 2025**

**LN GACHERU, J**

**JULY 3, 2025**

**BETWEEN**

**MARA NORTH HOLDINGS LIMITED ..... PLAINTIFF**

**AND**

**MOOKI OLE SANANKA ..... DEFENDANT**

**RULING**

1. The Plaintiff/Applicant herein Mara North Holding Limited filed this suit dated 11<sup>th</sup> June 2025, and sought for a permanent injunctive Order to restrain the Defendant/Respondent whether by himself, servants, agents or otherwise from trespassing on, building any structures, settling on or disrupting the Plaintiff's conservation work and tourism on land parcel No. Cis Mara/Koiyaki/Dagurugurueti/2691, which is situated in Mara North Conservancy, Narok County until the expiry of the lease dated 1<sup>st</sup> August 2017.
2. Simultaneously, the Plaintiff/Applicant filed a Notice of Motion Application Under Certificate of Urgency even dated, and sought for; -
  - a. Temporary injunction to restrain the Defendant whether by himself, servants, agents or otherwise howsoever from trespassing on, building any structures, settling on or disrupting the Plaintiff's conservation work and tourism business on parcel number Cis-Mara/Koiyaki/Dagurugurueti/2691 situated in Mara North Conservancy, Narok County pending hearing and determination of this application and
  - b. In the alternative to prayer 2 above, the court be pleased to order that parties maintain the status quo of parcel number Cis-Mara/Koiyaki/Dagurugurueti/2691 pending the hearing and determination of this application.



3. The Plaintiff/Applicant allegation and claim is that the Lease in issue between the Plaintiff/Applicant and Defendant/Respondent commenced on 1<sup>st</sup> August 2017 for 11 years and therefore the same expires on 31<sup>st</sup> July 2028.
4. The Plaintiff/Applicant also alleged that the Lease though erroneously indicated to commence on 1<sup>st</sup> August 2015, is a typographical error, and due to that error, the Defendant/Respondent has threatened to take possession of the suit land before the Lease expires on 31<sup>st</sup> July 2028.
5. The Defendant/Respondent filed a Replying Affidavit and vehemently opposed the issuance of the Orders sought in the Notice of Motion Application on the ground that the lease commenced on 1<sup>st</sup> August 2015, and was for 8 years as per the Certificate of official search annexed thereon. Therefore, the Lease in question has expired and the Defendant/Respondent has rightfully taken possession of the suit land.
6. Further the Defendant/Respondent alleged that the Lease was for 8 years and not 11 years as alluded by the Plaintiff/Applicant.
7. The bone of contention is whether the lease in issue was to commence on 1<sup>st</sup> August 2015, and was for 8 years or from 1<sup>st</sup> August 2017, and was for 11 years. Has the Lease expired as alleged by the Defendant or will the said lease expire on 31<sup>st</sup> August 2028 as alleged by the Plaintiff/Applicant?
8. The above issues cannot be answered at the interlocutory stage as both parties have filed documents that are contradicting on the exact commencement of the Lease in issue. The court can only make a determination on when the lease commenced and when it would expire after evidence has been called by the parties herein in the main trial and their evidence tested in cross-examination.
9. What is not in doubt is that the Plaintiff/Applicant and the Defendant/Respondent did enter into a Lease Agreement for the lease of the suit property to the Plaintiff for tourism business. As to when the Lease commenced or when it expires and/or will expires, evidence needs to be availed. Due to the said Lease Agreement, the Plaintiff/Applicant entered into the suit land wherein it has been carrying on tourism business. The Defendant/Respondent now wants to take possession of the suit land before the issue of when the Lease commenced or when it expires is determined.
10. The Application herein is brought under section 3A of the *Civil Procedure Act*, which section mandates the court to issue Orders that are necessary for the end of justice to be met.
11. The court is alive to the provisions of sections 1A and 1B of the *Civil Procedure Act*, which enjoins the court to facilitate expeditious and affordable resolution of Civil disputes before it. The dispute herein is a simple one; when did the lease commence? and when is the expiring date? The parties herein should expeditiously call evidence in the main trial for the court to determine the above issues.
12. Under ELC Practice Directions the Court has discretions to issue Status Quo Order where appropriate. Since the court is called upon to facilitate expeditious and affordable resolutions of disputes before it and has mandate to issue orders that are necessary for end of justice, this Court finds that the necessary order herein is to issue an Order of Status Quo and the Status Quo herein is that the Plaintiff/Applicant is in possession and occupation of the suit land Cis Mara/Koiyaki/Dagurugurueti/2691, having entered into possession due to the impugned Lease agreement. The issue of whether the Lease has expired or not expired will be determined in the main trial.
13. For now, Plaintiff/Applicant should remain on the suit property, but it should not develop or alter the said parcel of land until the suit is heard and determined. Further, the main suit should be heard



and determined expeditiously. Therefore, the Plaintiff/Applicant is directed to extract the Summons to Enter Appearance within a period of 14 days from the date hereof.

14. The Defendant/Respondent has leave of 14 days after service to file his Statement of Defence. The Plaintiff will have leave to file a reply to the Defence, if need be.
15. After close of pleadings, parties will have 15 days each to file their Pre-Trial bundles and/or comply with Order 11 of the Civil Procedure Rules. The court will give a date for Pre-trial Conference.
16. Further as provided by Article 159(2)(c) of *the Constitution* and the ELC Practice Directions, the parties are encouraged to explore Alternative Disputes Resolution(ADR), since they have had a Landlord and Tenant relationship before the dispute arose.
17. The above Status Quo Order; wherein the Plaintiff will continue to be in possession of the suit land, without developing or doing anything else on the said land compromises the Notice of Motion Application dated 11<sup>th</sup> June 2025. The Court is guided by provisions of sections 1A, 1B and 3A of the *Civil Procedure Act* and section 17 of the ELC Practice Directions.

It is so ordered.

**DATED, SIGNED, AND DELIVERED VIRTUALLY AT NAROK THIS 3<sup>RD</sup> DAY OF JULY 2025.**

**L. GACHERU.**

**JUDGE**

Delivered in the presence of

Elijah Meyoki - Court Assistant

M/s Omamo holding brief for Mr. Oyomba for Plaintiff/ Applicant

Ms. Nchoe for Defendant/ Respondent

**L. GACHERU**

**JUDGE**

