



Miano & 2 others v Janet Kimathi Mbaka t/a Branden Junior School (Environment and Land Appeal E003 of 2025) [2025] KEELC 4979 (KLR) (Environment and Land) (3 July 2025) (Ruling)

Neutral citation: [2025] KEELC 4979 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIVASHA
ENVIRONMENT AND LAND
ENVIRONMENT AND LAND APPEAL E003 OF 2025**

MC OUNDO, J

JULY 3, 2025

BETWEEN

CHARLES KAMAU MIANO 1ST APPLICANT

SIMON KIMANI KIBARABARA 2ND APPLICANT

VINCENT KERARO OSORO 3RD APPLICANT

AND

JANET KIMATHI MBAKA T/A BRANDEN JUNIOR SCHOOL . RESPONDENT

RULING

1. Vide a Notice of Motion Application dated 10th March 2025 brought under the provisions of Order 10 Rule 11, Order 36 Rule 10 and Order 51 Rule 1 of the Civil Procedure Rules, Section 3A of the *Civil Procedure Act* and all other enabling provisions of law, the Appellants/Applicants have sought that there be stay of execution of the Judgement/Decree in Nakuru BPRT Case Number E132 of 2024 pending the hearing and determination of the intended appeal.
2. The said application was supported by the grounds therein as well as the supporting Affidavit of an even date, sworn by Charles Kamau Miano, the 1st Appellant/Applicant herein who deponed that upon the termination of a lease agreement of 1st May 2021, in relation to school erected on land parcel number Naivasha/Maraigushu Block 2/2591, they had sought for a refund on account of the developments made on the subject property whereas the Respondent then made a claim for rent arrears payable to her.
3. That clause 4(a) and (b) of the lease had anticipated that any dispute that may arise as between the parties to the Lease agreement shall be referred to Arbitration by a single Arbitrator. That subsequently,



- they sought interim protection via Naivasha Chief Magistrate Court ELC Case Number E054 of 2024, pending determination of the Arbitration.
4. That on the other hand, the Respondent had moved to the Business Premises and Rent Tribunal vide Nakuru BPRT Case Number E132 of 2024 seeking to enforce her claim for the alleged rent arrears wherein the court proceeded to make a finding in the matter, in the absence of the Appellants wherein it had directed for payment of the alleged rent arrears.
 5. That the proceedings before the Tribunal were therefore a nullity on account of jurisdiction and hence the execution thereof must be halted and the Applicants allowed an opportunity to demonstrate as much.
 6. That their intended appeal was arguable and merited on the following grounds:
 - i. That the parties had executed a lease agreement that provided for an Arbitration Clause, that required all disputes to be referred to Arbitration;
 - ii. That the suit was Res Judicator in light of the proceedings in Naivasha CMC ELC E053 of 2024;
 - iii. No evidence was led to suggest that the Appellants were indebted to the Respondent;
 - iv. The proceedings of 30th January 2025 contravened the principles of natural justice as the Appellants were condemned unheard; and
 - v. In addition to the above, the learned Member grossly misdirected himself in ignoring the law and principles applicable.
 7. That the court has concurrent jurisdiction to hear the instant Application in the interest of justice.
 8. In response and in opposition to the Application, the Respondent vide her Replying Affidavit dated 23rd April, 2025 deponed that the executed Lease Agreement dated 1st May 2021 and its Addendum dated 30th August 2022, was clear on what was to happen to the developments which had been constructed without her consent and hence the Applicants had no right to demand for a refund. That in any event, they had rent arrears outstanding to date wherein they were served with a termination notice. That she had rushed to the Business Premises Rent Tribunal to protect her interest because the Applicants wanted to vacate the premises without paying the outstanding rent arrears.
 9. She confirmed that indeed the matter had been referred for arbitration on 5th September, 2024, that the Applicants had written a letter dated 25th November 2024 to the Chairman, Chartered institute of Arbitrators, 65 days after the matter had been referred to arbitration despite there having been orders that the arbitration process be conducted within 45 days. That further, the Chairman, Chartered Institute of Arbitration had given certain conditions to be fulfilled by the Applicants for the mediation to kick start but the Applicants had not demonstrated compliance.
 10. She also confirmed that she had indeed approached the Business Premises Rent Tribunal in order to protect her interest, the court having issued an order that the Applicants take away the items that had been in the premises such as books, lockers, beddings, boxes and any other personal items of such nature, which items they had already collected, between 24th August 2024 and 27th August 2024, upon the issuance of the termination notice. That she had been apprehensive that the conduct of the Applicants had been a way of evading to pay rent arrears issued pending the court ruling on 5th September 2024, and there have having been orders of status quo in place.



11. That the Applicants had still been tenants when she had approached the Tribunal which was the reason that their preliminary objection on the jurisdiction of the Business Rent Tribunal had been dismissed. That the Applicants selectively chose not to attend, when the tribunal delivered its ruling on 30th January, 2025, despite the date having been taken by consent, but instead attended a parallel court matter in Naivasha Court between the same parties.
12. That their suit was neither an abuse of the court process, nor forum shopping and neither were the proceedings before the Tribunal a nullity, the executed lease agreement having contained a termination clause thus making the same a controlled tenancy which tenancy fell within the jurisdiction of the Business Premises Rent Tribunal.
13. That she was entitled to enforce the directions of the Business Premises Rent Tribunal as long as the execution was within the law. She deponed that the intended appeal was not arguable for the reasons that:
 - i. The matter before the Business Premises Rent Tribunal was not res judicata in light of the proceedings in Naivasha CMC ELC No. E053 of 2024, since the issue before the Naivasha court had been for the court to pronounce itself on the issue of arbitration, while the issue before the Business Premises Rent Tribunal was in respect to the premature notice of termination that was issued by the Applicants and the rent arrears owed.
 - ii. The Applicants were in rent arrears.
 - iii. The Applicants chose not to attend court on 30th January 2025 nor file submissions to her application dated 28th August 2024 as had been directed by the court, despite them being aware of the date and directions, hence the allegation that the applicants had been condemned unheard was untrue.
 - iv. That the learned Member did not grossly misdirect himself and that no law or principle had been ignored since the learned Member had dealt with the Applicants' preliminary objection on the issue of jurisdiction and passed a ruling which has never been appealed against.
14. That whereas this court had the jurisdiction to hear the instant matter, it also had coherent powers to order conditions for stay pending the intended appeal as stipulated under the provisions of Order 42 Rule 6(2) and order 42 Rule 7(1). That further, the Applicants had not shown what loss they were likely to suffer in the event that the present application was not allowed and neither had they demonstrated their readiness and willingness to comply with any conditions for stay in the likelihood that the court would allow their application.
15. In a rejoinder, the Applicants, vide their Supplementary Affidavit dated 7th May 2025 sworn by Charles Miano Kamau deponed that their Application sought to invoke court's discretion in allowing the order for stay of execution of the decree that had been issued by the lower court pending the hearing and determination of the Appeal. That they had identified cogent reasons as outlined in the Memorandum of Appeal which they opined that required a determination by the court. That subsequently, the court must balance the interest of both parties in arriving at a determination on whether or not to grant the stay and if stay was granted, whether the Applicants should offer security for costs. That the court should also take into account the fact that the Applicants, having been former tenants of the Respondent, elected to terminate their lease for which Respondent then, served them with a demand for rent which rent included a period whose rent had not become due.
16. That whereas as at the date they had vacated the premises, the Respondent continued to hold onto their beds, lockers, shelves, cabinets, office tables, classroom tables and chairs which items were considerably



- valued at Kshs. 2,000,000/= in defiance of the court's orders stating that she was entitled to the items as lien over rent arrears.
17. That the Respondent shall not suffer any prejudice in the event the orders sought were granted as she continues to hold the Applicants items in addition to utilizing the structures and improvements erected on the suit premises. . That in any case, in the event the Applicants were successful in the Appeal, the effect thereof would be that the matter would be referred to Arbitration where the issues herein would be set down for hearing.
 18. That nonetheless, they were apprehensive that in the event the orders sought herein were not granted, the Respondent would proceed with the execution which would extend to its school premises resulting in a total shutdown of the school thus affecting hundreds of students and teachers thereby irredeemably ruining its reputation as a prominent school in the region. That in any case, no affidavit of means had been filed by the Respondent to demonstrate her ability to repay any amounts paid to her at this stage in the event that the Appeal was successful. He thus deponed that it was only fair and just for the court to issue unconditional stay.
 19. Directions were taken for the disposal of the Application by way of written submissions wherein the Applicants vide their submissions dated 7th May, 2025 placed their reliance in the decided case of Butt v Rent Restriction Tribunal (1979) to submit that the power to grant or refuse stay pending Appeal was discretionary and was to be exercised in such a way as not to prevent the Appeal. That the general principle in granting or refusing a stay was that if there was no other overwhelming hindrance, a stay must be granted so that so that an appeal may not be rendered nugatory should the appeal court reverse the trial judge's decision. That a judge should not refuse stay if there were good grounds for granting it merely because in his opinion a better remedy may become applicable to the applicant at the end of the proceedings. Lastly, that the court in exercising its discretion whether to grant or refuse an application for stay, would consider the special circumstances and its unique requirements.
 20. That further, the court in exercising its power under the provisions of Order 42 of the Civil Procedure Rules, could order security upon application by either party or on its own motion.
 21. On undue delay, they submitted that the impugned decision had been issued on 30th January, 2025, leave to appeal had been granted on 10th February 2025 while the instant application was filed on 10th March 2025 which was timeously and within the timelines provided by the law.
 22. With regard to the substantial loss, they placed reliance in the decided case of Tropical Commodities Supplies Ltd & others v International Credit Bank Ltd (in liquidation) [2004] 2 EA 331 to submit that in the instant matter, they were apprehensive that should stay not be granted, the Respondent would proceed with the execution which execution would extend to its school premises.
 23. That Respondent had not demonstrated that she was a person of means who would be in a position to refund the decretal sum were the Appeal to succeed. Reliance was placed in the decided case of National Industrial Credit Bank Ltd v Aquinas Francis Wasike Another [2006] eKLR to submit that they had indeed demonstrated that they would suffer substantial loss if the entire decretal sum was paid to the Respondent before the Appeal was heard and determined.
 24. On the issue of the costs for security, the Applicants' submission was that the legal provisions on security was never intended to fetter the right of appeal. That the issue of depositing the security for due performance of decree was not a matter of willingness by the Applicants but for the court to determine while considering the overriding objectives and balancing the interest of the parties to the suit. It was thus their submission that the Application dated 10th March 2025 was merited and that the same should be allowed as prayed.



25. The Respondent's Submissions dated 6th May, 2025, on the other hand, were on the provisions of Order 42 Rule 6 of the Civil Procedure Rules and the decided case of *Butt v Rent Restriction Tribunal (1979)* on the conditions for the grant of stay of execution being:
- i. That substantial loss may result to the Applicant unless the order is made.
 - ii. The Application has been made without unreasonable delay.
 - iii. Security as the court may order for the due performance of the decree.
26. On the first issue on substantial loss, she placed reliance on the decided case of *James Wangalwa & Another v Agnes Naliaka Cheseto [2012] eKLR* to submit that the Applicants had not demonstrated how they stood to suffer irreparably either in the event that the Respondent executed the Business Premises Rent Tribunal's decree or if the orders sought herein were not granted, instead, the Applicants had merely alleged that the Respondent was keen on enforcing the impugned orders hence if the orders sought herein were not granted, the appeal would be rendered nugatory.
27. That it was trite law that execution was a lawful process and was not a ground for granting stay of execution hence the Applicants were required to show how execution would irreparably affect them thus rendering the appeal nugatory. She thus submitted that the Applicants had not demonstrated the substantial loss they stood to suffer in the event that the orders sought herein were not granted.
28. With regard to security of costs, her reliance was hinged in a combination of decisions in the case of *Arun C. Sharma v Ashana Raikundalia t/a Raikundalia & Co. Advocates & 2 Others [2014] eKLR*, *Gianfranco Manenthi & Another v Africa Merchant Assurance Co. Ltd [2019] eKLR*, and *Machakos Civil Appeal No. E034 of 2024* on the purpose of security of costs. Further reliance was placed on the decided case of *Samvir Trustee Limited v Guardian Bank Limited [2007] eKLR* on the need for the court to balance between the rights of the two parties in granting stay of execution. She submitted that the Applicants had not indicated and/or proposed their readiness and/or willingness to furnish any security for the due performance of the decree as a sign of good faith hence the instant Application was meant to delay the Respondent's enjoyment of the fruit of her judgement. That in any case, the Applicants had not demonstrated whether they had applied for the typed proceedings from the Tribunal as a way to prove that indeed, they were desirous of pursuing their intended appeal.
29. That instead, the Appellants continue to smoothly operate their school from elsewhere while the Respondent continues to suffer. That the Applicants had filed a similar application before the Nakuru BPRT No. E132 of 2024 which Application they had withdrawn hence it was clear that their intention was to waste the court's judicial time and deny the Respondent a chance to enjoy the fruit of her judgement.
30. In conclusion, she submitted that the Applicants had failed to meet the requisite principles of granting a stay of execution thus the instant Application should be dismissed with costs. However, in the event that the court finds merit in the Application, it be guided by the decision in *Milimani High Court Miscellaneous Application No. 78 of 2015; Edward Kamanu & Another v Hannah Mukui Gichuki & Another* to employ a balancing act between the rights of the parties by granting stay of execution on condition that the Applicants do pay half of the decretal amount to the Respondent and the balance to be deposited in court.
31. The Respondent also filed Further Submissions dated 9th June, 2025 in response to the Applicants' submissions wherein she clarified that whereas the instant Application had been brought without undue delay, the Applicants had filed a similar Application dated 5th February 2025 before the Business Premises Rent Tribunal wherein the Applicants had been granted temporary stay and leave to appeal.



That however, despite the Tribunal having directed the parties to file written submissions on the said Application, the Applicants had chosen not to comply with the said directions but had instead rushed to court and filed the instant Application and thereafter filed a Notice of Withdrawal dated 15th April 2025 wherein they had withdrawn the Application before the Tribunal. It was thus her submission that the Applicants had come to court with unclean hands with an aim of frustrating the Respondent from enjoying the fruits of her judgement.

32. That indeed, a perusal of the Applicants' Application, together with the Supplementary Affidavit and Submissions showed clear demonstration that the Applicants were not willing and /or ready to abide by any conditions that the court may employ. That whereas the Applicant had alleged that deposit of security should not be imposed on them since the Respondent had in her possession their items valued at Kshs. 2,000,000/= in addition to the fact that the Applicants had done improvements on the suit premises valued at Kshs. 5,786,103/=, the Applicants could not seek for stay and proceed to dictate the terms for granting the same.
33. That indeed, the Applicant never raised the issue of the costs of improvements and the value of the items in the custody of the Respondent when the Honourable Tribunal was handling the matter; instead they chose to file a preliminary objection on jurisdiction and when the same was dismissed. That they neither filed any response before the Tribunal nor did they object to the rent arrears owed. That subsequently, the Applicants could not raise new facts before the Honourable Court in form of an Application for stay pending appeal. That in any case, the foregoing was an issue which ought to be raised on appeal and not at the instant stage.
34. On the failure by the Respondent to file an affidavit of means, to prove that she was capable of paying the decretal amount in the event that the appeal succeeded, she submitted that she was seeking that the court directs that the decretal amount be deposited in court hence the same will be secure. That in any event, she ran a school hence she was capable of paying the decretal sum in the event the court directs that the same be deposited to the Respondent. She placed reliance in the Samvir Trustee Limited's case (supra) to submit that in as much as it was the preserve of the court to order for deposit of security, the court had a duty to balance the rights and interests of both parties while ensuring that it does not assist litigants to delay execution of decrees through the filing of vexatious and frivolous Appeals. It was thus her submission that in order to protect the interest of both parties, the court should order the Applicants to deposit the decretal amount in court as security as a condition for stay and thereafter give timelines upon which the said amount ought to be deposited.
35. That the grounds stated in the Memorandum of appeal had no basis since they had been self-inflicted. That the Applicants could not ignore the orders and directions of the court only to rush to another court and allege that the previous court had failed.

Determination.

36. I have considered the Applicants' application, its opposition, the submissions by parties, the law as well as the authorities therein cited. The judgment and decree sought to be stayed herein was delivered by the Nakuru Business Premises Rent Tribunal in Nakuru BPRT Case Number E132 of 2024 on the 30th January, 2025 wherein the Tribunal had allowed the Respondent's Reference dated 29th August 2024, in the absence of the Applicants, to the effect that the Tenant/Applicants herein pay rent arrears of Kshs. 4,142,188/= and the costs to the Landlord/the Respondent herein assessed at Kshs. 30,000/=.



37. The law concerning stay of execution pending Appeal is found in Order 42 Rule 6 of the Civil Procedure Rules which stipulates as follows:

- “1. “No appeal or second appeal shall operate as a stay of execution or proceedings under a decree or order appealed from except in so far as the court appealed from may order but the court appealed from may for sufficient cause order stay of execution of such decree or order and whether the application for such stay shall have been granted or refused by the court appealed from the court to which such appeal is preferred shall be at liberty on application being made to consider such application and to make such order thereon as may to it seem just and any person aggrieved by an order of stay made by the court from whose decision the Appeal is preferred may apply to the appellate court to have such orders set aside. Prima facie case in a Civil Application includes but is not confined to a ‘genuine and arguable case’. It is a case which, on the material presented to the Court, a tribunal properly directing itself will conclude that there exists a right which has apparently been infringed by the opposite party as to call for an explanation or rebuttal from the latter.
2. No order for stay of execution shall be made under sub rule 1 unless: -
 - a. The Court is satisfied that substantial loss may result to the Applicant unless the order is made and that the application has been made without unreasonable delay; and
 - b. Such security as the Court orders for the due performance of such decree or order as may ultimately be binding on him has been given by the Applicant.”

38. Subsequently, under the said provisions of law, the applicants should satisfy the court that:

- i. Substantial loss may result to them unless the order is made;
- ii. That the application has been made without unreasonable delay; and
- iii. That the Applicants have given such security as the court orders for the due performance of such decree or order as may ultimately be binding on them.

39. The above conditions were articulated in the Court of Appeal’s decision in *Butt v Rent Restriction Tribunal* [1979] KECA 22 (KLR) wherein the court had outlined what ought to be considered in determining whether to grant or refuse stay of execution pending appeal as follows: -

- i. “The power of the court to grant or refuse an application for a stay of execution is discretionary; and the discretion should be exercised in such a way as not to prevent an appeal.
- ii. The general principle in granting or refusing a stay is, if there is no other overwhelming hindrance, a stay must be granted so that an appeal may not be rendered nugatory should the appeal court reverse the judge’s discretion.
- iii. A judge should not refuse a stay if there are good grounds for granting it merely because, in his opinion, a better remedy may become available to the applicant at the end of the proceedings.
- iv. The Court in exercising its discretion whether to grant or refuse an application for stay will consider the special circumstances and its unique requirements.



- v. The court in exercising its powers under Order XLI Rule 4(2) (b) of the Civil Procedure Rules, can order security upon application by either party or on its own motion. Failure to put security of costs as ordered will cause the order for stay of execution to lapse.”
40. From the foregoing, the Applicants’ argument was that clause 4(a) and (b) of their lease agreement stipulated for any dispute to be referred to Arbitration by a single Arbitrator. That subsequently, they sought interim protection via Naivasha Chief Magistrate Court ELC Case Number E054 of 2024, pending determination of the Arbitration wherein the Respondent moved to the Business Premises and Rent Tribunal vide Nakuru BPRT Case Number E132 of 2024 seeking to enforce her claim for the alleged rent arrears thus giving rise to then impugned judgement and decree in proceedings that were a nullity on account of jurisdiction and hence the execution thereof must be halted.
41. That they were apprehensive that should the orders sought not be granted, the Respondent would proceed with the execution which would then extend to their school premises resulting in a total shutdown of the school thus affecting hundreds of students and teachers and irredeemably ruining its reputation as a prominent school in the region.
42. That further, no affidavit of means had been filed by the Respondent to demonstrate her ability to repay any amounts paid to her at this stage in the event that the Appeal was successful.
43. That subsequently, it was only fair and just for the court to issue unconditional stay. That the Respondent would not suffer any prejudice in the event the orders sought were granted as she continues to hold their items as a lien for rent in addition to utilizing the structures and improvements erected on the suit premises without having paid for the same.
44. That in any case, in the event they were successful on the Appeal, the effect thereof would be that the matter would be referred to Arbitration where the issues herein would be set down for hearing.
45. In response, the Respondent has argued that she was entitled to enforce the directions of the Business Premises Rent Tribunal as long as the execution was within the law. That whereas this court had the jurisdiction to hear the instant matter, it also had powers to order conditions for stay pending the intended appeal. That further, the Applicants had not shown what loss they were likely to suffer in the event that the present application was not allowed. Additionally, the Applicants had not demonstrated their readiness and willingness to comply with any conditions for stay which the court was likely to give.
46. In the case of Consolidated Marine. vs. Nampijja & Another, Civil App.No.93 of 1989 (Nairobi), the Court of Appeal held that: -
- “The purpose of the application for stay of execution pending Appeal is to preserve the subject matter in dispute so that the right of the Appellant who is exercising his undoubted right of Appeal are safeguarded and the Appeal if successful is not rendered nugatory”.
47. Indeed, pursuant to the provisions of Section 1A (2) and 1B of the *Civil Procedure Act*, Courts are now enjoined to give effect to the overriding objective in the exercise of its powers under the Act or in the interpretation of any of its provisions. Accordingly, all the pre-overriding objective decisions must now be looked at in the light of the said provisions. What the Court ought to do when confronted with such circumstances is to consider the twin overriding principles of proportionality and equality of arms which are aimed at placing the parties before the Court on equal footing. The Court, in exercising its discretion, should therefore always opt for the lower rather than the higher risk of injustice.
48. Subsequently, I find two issues arising for determination, namely:



- i. Whether the Applicant has satisfactorily discharged the conditions warranting the grant of stay of execution of decree pending Appeal.
 - ii. What orders should this Court make.
49. What amounts to a substantial loss was clearly explained by the Court of Appeal in *Kenya Shell Limited v Benjamin Karuga Kibiru & another* [1986] KECA 94 (KLR) held as follows: -

“If there is no evidence of substantial loss to the applicant, it would be a rare case when an appeal would be rendered nugatory by some other event. Substantial loss in its various forms, is the corner stone of both jurisdictions for granting a stay. That is what has to be prevented. Therefore, without this evidence it is difficult to see why the respondents should be kept out of their money.”
50. On the first condition of proving that substantial loss may result unless stay order is made, it was incumbent upon the Applicants to demonstrate the kind of substantial loss they would suffer were the stay order not granted. I have gained sight of the Applicants/ Appellants draft Memorandum of Appeal and find that they have an arguable appeal. I am further satisfied that they will suffer substantial loss if the decree is executed against them wherein their appeal will be rendered nugatory if the application is not allowed.
51. As to whether the instant Application has been brought without undue delay, judgment was entered on 30th January, 2025, leave to appeal was granted on 10th February 2025 while the Memorandum of Appeal was filed simultaneously with the instant application on 10th March 2025. I find that the appeal and the present application for stay of execution has been filed without undue delay.
52. On the last condition as to provision of security, I find that Order 42 Rule 6 (2)(b) of the Civil Procedure Rules stipulate in mandatory terms that the third condition that a party needs to fulfil so as to be granted the stay order pending Appeal is that (s)he must furnish security. The Applicants herein have not pledged any security but have instead urged that the Court grants unconditional stay. The Respondent on the other hand has urged that half of the decretal sum be deposited to her while the remaining half be deposited in court pending the hearing and determination of the Applicants’ Appeal.
53. It is now trite that the security needed under Order 42 is to guarantee the due performance of such decree or order as may ultimately be binding on the Applicant. It is not to punish the judgment debtor and whereas the Applicants have sought for an unconditional stay, the Respondent on the other hand has sought that the Applicants do pay her half of the decretal amount and the balance to be deposited in court.
54. Since the grant of stay orders is discretionary wherein the court is expected to balance out the interests of the successful litigant and the Applicants’ unfettered right to file an appeal to fully ventilate their grievances, I shall allow the Applicant’s Application dated the 10th March 2025 on the following terms;
 - i. Stay of the execution of the Judgement/Decree in Nakuru BPRT Case Number E132 of 2024 is herein granted pending hearing and determination of the Applicant’s intended Appeal.
 - ii. The Appellants/Applicants do deposit a sum of Kshs. 4,172, 188/= being the rent arrears and the assessed Landlord costs in court as security for due performance of the decree herein within 45 days from the date of the Ruling.
 - iii. The Appellants/Applicants to compile, file and serve a record of appeal upon the Respondent within 45 days from the date hereof.



- iv. In the event of default of any of the aforementioned conditions, the stay hereby granted shall lapse and the Respondent shall be at liberty to execute without further reference to the court.
- v. The costs of this application shall abide the outcome of the appeal.

DATED AND DELIVERED AT NAIVASHA VIA TEAMS MICROSOFT THIS 3RD DAY OF JULY 2025 .

M.C. OUNDO

ENVIRONMENT & LAND – JUDGE

