



**Serem v Siele & 5 others (Environment and Land Appeal
E003 of 2023) [2025] KEELC 5274 (KLR) (10 July 2025) (Judgment)**

Neutral citation: [2025] KEELC 5274 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KERICHO
ENVIRONMENT AND LAND APPEAL E003 OF 2023
LA OMOLLO, J
JULY 10, 2025**

BETWEEN

JULIUS KIPRONO SEREM APPELLANT

AND

FRED SIELE 1ST RESPONDENT

PAUL KOSKEI 2ND RESPONDENT

MICHAEL NGETUK 3RD RESPONDENT

JULIUS KORIR 4TH RESPONDENT

ALFRED TERER 5TH RESPONDENT

STELLA CHEMUTAI 6TH RESPONDENT

(Being an appeal arising from the judgement of Hon. S.M Mokuia delivered on 26th January, 2021 in Kericho CM ELC Case No. 12 of 2019(Consolidated with ELC Case No. 64 of 2018)

JUDGMENT

Introduction.

1. By a Memorandum of Appeal dated 15th March, 2023 the Appellant appeals against the judgement of Hon. S.M Mokuia Chief Magistrate which was delivered on 26th January, 2021 in *Kericho CM ELC Case No. 12 of 2019* (Consolidated with *Environment and Land Court ELC Case No. 64 of 2018*).
2. The grounds on the Memorandum of Appeal are as follows;



- a. That the Learned Magistrate erred in law and in fact in by (sic) finding that the Appellant had not proved his case to the required standard regarding ownership of the suit properties by the Appellant.
 - b. That the Learned Magistrate erred in law and in fact by misdirecting herself (sic) on the law relating to ownership on the face of cogent evidence placed before him.
 - c. That the Learned Magistrate erred in law and in fact by failing to give credence and relevance to uncontested facts such as the allotment of the suit properties to the Appellant.
 - d. That the Learned Magistrate misdirected himself by inferring his opinion to the facts placed before him leading him to fall into error (sic) of the law and thereby occasioning the Appellant failure of justice.
 - e. That the Learned Magistrate misdirected himself by ignoring the contradictory evidence given by the Respondents and their witnesses regarding the existence of the suit properties.
 - f. That the Learned Magistrate erred in law and in fact by implying that the Appellant must have received allotment letters and any other letter of related documents to his land through a corrupt scheme and no evidence at all was tendered to the same effect.
 - g. That the Learned Magistrate contradicted himself in the application of Section 26 (1) of the *Land Registration Act* by finding that the Appellant did not prove fraud and yet the Respondent did on the face of evidence placed before him. (sic)
 - h. That the Learned Magistrate did not apply the principle of law applicable in deciding the matter/issue before him thereby arriving at wrong findings.
 - i. That the Learned Magistrate erred in law and in fact by disregarding the Appellant's evidence and submissions without reasons thereof; findings were not supported by applicable law. (sic)
 - j. That without prejudice to the foregoing, the Learned Magistrate erred in law and in fact in failing to appreciate that there was no material facts placed before the Honourable Court to warrant the making of the various findings made.
3. The Appellant seeks the following prayers;
- a. That this appeal be allowed.
 - b. That the judgement/decision of the Learned Magistrate against the Appellant be set aside and a proper finding be made.
 - c. That the Appellant be granted costs for this appeal.
 - d. That this Honourable Court do make any other reliefs or orders it may deem fit.

Factual Background.

4. In *Kericho CM ELC Case No. 12 of 2019*, the Appellant filed a Complaint dated 26th February, 2018 seeking the following orders;
- a. A declaration that the Plaintiff is entitled to exclusive and unimpeded right of possession and occupation of all that piece of land known as UNS Commercial Plot No. 76 Ainamoi Market.
 - b. A declaration that the Defendants, whether by themselves or their servants or agents are wrongfully in occupation of the suit property and are accordingly, trespassers on the same.



- c. An injunctive (sic) restraining the Defendants whether by themselves or their servants or agents from remaining on or continuing in occupation of the suit property.
 - d. Vacant possession of the suit property.
 - e. General damages for trespass.
 - f. Costs of this suit together with interest thereon.
 - g. Any other relief this Honourable Court may deem fit and just to grant.
5. The 1st, 2nd, 3rd and 4th Respondents filed their joint Statement of Defence dated 9th April, 2018 where they denied the averments in the Plaint and prayed that the Appellant's suit be dismissed with costs.
 6. In Kericho CM ELC Case No. 16 of 2018, the Appellant filed a Plaint also dated 26th February, 2018 seeking the following orders;
 - a. A declaration that the Plaintiff is entitled to exclusive and unimpeded right of possession and occupation of all that piece of land known as UNS Commercial Plot No. 75 Ainamoi Market.
 - b. A declaration that the Defendants, whether by themselves or their servants or agents are wrongfully in occupation of the suit property and are accordingly, trespassers on the same.
 - c. An injunctive (sic) restraining the Defendants whether by themselves or their servants or agents from remaining on or continuing in occupation of the suit property.
 - d. Vacant possession of the suit property.
 - e. General Damages for trespass.
 - f. Cost of this suit together with interest thereon.
 - g. Any other relief this Honourable Court may deem fit and just to grant.
 7. The 1st, 2nd, 3rd and 4th Respondents filed a joint Statement of Defence also dated 9th April, 2018 where they denied the averments in the Plaint and prayed that the Appellant's suit be dismissed with costs.
 8. On 29th January, 2020 *Kericho CM ELC Case No. 12 of 2019* was by consent consolidated with *Kericho CM ELC Case No. 64 of 2018*.
 9. The Learned Trial Magistrate delivered judgement on 2nd February, 2021 wherein the Appellant's suit was dismissed with costs.
 10. The Appeal was admitted to hearing on 14th October, 2024 and on the same day directions were issued that it would be heard by way of written submissions.

Issues For Determination.

11. The Appellant filed his submissions dated 11th November, 2024 while the Respondents filed their submissions dated 8th January, 2025 wherein they set out issues for determination by this court.
12. The Appellant in his submissions sets out the background of the appeal and submits on the following issues;
 - a. Whether the Appellant proved that he is the legal owner of the suit property.
 - b. Whether the Respondent received the allotment letter through a corrupt scheme.



- c. Who should pay costs of the suit.
13. With regard to the first issue, the Appellant relies on the judicial decisions of *African Line Transport Co. Ltd v The Hon. Ag*, Mombasa HCCC No. 276 of 2013, *Lagat v Kebut* (Environment and Land Appeal E021 of 2022) [2023] KEELC 18432 (KLR) (26 June 2023) (Judgement) and submits that he was allotted the two suit properties in the year 1998. He also submits that he produced the following documents in support of his case;
- a. Allotment letters
 - b. Receipts for payment of land rates.
 - c. Letter from the County Council of Kericho informing him of the allocation of the suit properties.
 - d. Correspondence from the County Government of Kericho addressed to him in relation to the suit properties.
14. It is the Appellant's submissions that upon allocation, the District Surveyor showed him the suit parcels in the year 2003, he put up temporary structures and has been paying land rates to the relevant authorities.
15. It is also the Appellant's submissions that he produced a report which stated at page seven that he had been allotted Plot No. 75 while Paul Kipkemoi Koske was allotted Plot No. 67.
16. It is further the Appellant's submissions that he was allotted the suit parcels in the year 2000 which was way before he was elected as Councilor representing Ainamoi Ward in the year 2007. He goes on to state that his position as Councilor did not have any bearing in determining the party's rights to the suit properties.
17. The Appellant submits that the Learned Trial Magistrate in his judgement made a finding that he (Appellant) did not state whether he was physically shown his plot on the ground. The Appellant also submits that it is evident from the proceedings before the trial Court that during cross examination, he confirmed that a surveyor came in the year 2003 and showed him the suit parcels.
18. On the second issue, the Appellant relies on the judicial decision of *Rukiya Ali Mohamed v David Gikonyo Nambachia & another* Kisumu HCCA 9/2004, *African Line Transport Co. Ltd v the Hon. A.G* Mombasa HCCC No. 276 of 2013 and submits that the Respondents trespassed onto the suit parcels, destroyed his structures and commenced construction despite his protests.
19. The Appellant further submits that if the Respondents claim was bonafide, they would have commenced legal proceedings against him or they would have filed a Counter claim before the trial Court.
20. It is the Appellant's submissions that instead, the 2nd Respondent opted to take the dispute to the County Assembly which did not have the jurisdiction to entertain disputes between individuals.
21. He goes on to state that the Kericho County Assembly, Committee on Justice and Legal Affairs in its report dated August, 2016 made a finding that it had the authority to hear the 2nd Respondent's Petition.
22. He submits that the said Committee relied on Article 185 of the *Constitution* of Kenya and recommended that the Appellant be barred by the department of Land, Housing, Physical Planning



and Settlement from interfering with Plot No. 67 until the ownership dispute is resolved. He adds that the Committee observed that Plot No's 67 and 75 referred to one and the same plot.

23. It is also the Appellant's submissions that the Respondents called one John Kiprono Mibei a retired surveyor who gave his evidence. The Appellant submits that the said John Kiprono Mibei was retired and therefore he had no capacity to ascertain the plot number and the sizes of the said plot.
24. The Appellant concludes his submissions by urging the Court to set aside the judgement of the Learned Trial Magistrate and allow his appeal with costs.
25. The Respondents in their submissions restate the Appellant's submissions and set out the documents that they produced during the hearing as follows;
 - a. Copy of letter dated 28th May, 1999 – Exhibit 1
 - b. Copy of letter of allotment dated 8th November, 2000 – Exhibit 2
 - c. Copy of letter dated 18th August, 2010 – Exhibit 3
 - d. Copies of receipts issued by the County Council of Kipsigis – Exhibit 4
 - e. Copy of the letter dated 29th January, 2018 from the Department of Lands, Housing and Physical Planning – Exhibit 5
 - f. Copy of enticement Notice dated 18th February, 2013 – Exhibit 6
 - g. Copy of the report of Committee Justice and Legal Affairs of Kericho County Assembly dated August 2016 (sic) – Exhibit 7.
26. It is the Respondents submissions that grounds 1, 2, 4, 8, 9 and 10 on the Memorandum of Appeal center around one issue which is whether the trial Magistrate erred in law and fact in finding that the Appellant failed to prove his case on a balance of probabilities.
27. It is also the Respondents submissions that even though the Appellant alleges that he adduced sufficient evidence during the hearing, the documents he produced did not demonstrate that he was the lawful allottee.
28. It is further the Respondents submissions that the 1st and 2nd Respondents sufficiently demonstrated that they were joint allottees of plot No. 67.
29. The Respondents submit that the Learned Trial Magistrate was justified in making a finding that the Appellant had not proved his case on a balance of probabilities.
30. The Respondents also submit that the issue of whether or not they (Respondents) received the allotment letter through a corrupt scheme was not raised before the trial Court and therefore it cannot be raised on appeal.

Analysis And Determination.

31. The issues that arise for determination are as follows;
 - a. Whether the Learned Trial Magistrate erred in law and in fact in dismissing the Appellant's suit.
 - b. Who is to bear costs of the Appeal.



A. Whether The Learned Trial Magistrate Erred In Law And In Fact In Dismissing The Appellant's Suit.

32. The role of the Appellate Court was stated by the Court of Appeal in the judicial decision of *Gitobu Imanyara & 2 others v Attorney General* [2016] eKLR. It was held as follows;

“An appeal to this Court from a trial by the High Court is by way of retrial and the principles upon which this Court acts in such an appeal are well settled. Briefly put, they are that this Court must reconsider the evidence, evaluate it itself and draw its own conclusions though it should always bear in mind that it has neither seen nor heard the witnesses and should make due allowances in this respect.”

33. In *Abok James Odera T/A A.J Odera & Associates v John Patrick Machira T/A Machira & Co. Advocates* [2013] eKLR the Court held as follows;

“This being a first appeal, we are reminded of our primary role as a first Appellate Court namely, to re-evaluate, re-assess and reanalyze the extracts on the record and then determine whether the conclusions reached by the learned trial Judge are to stand or not and give reasons either way.”

34. It is the Appellant's Contention that he was allotted UNS Commercial Plot No's 75 and 76 Ainamoi Market by the Kipsigis County Council in the year 2002.

35. It is also the Appellant's contention that a Surveyor pointed out the physical location of the said plots to him and he took possession.

36. It is further the Appellant's contention that the Respondents trespassed onto the suit parcels and demolished his structures and begun construction.

37. It is the Appellant's submissions that the 1st and 2nd Respondents contended that land parcel No. UNS Commercial Plot No. 75 does not exist and that they were in occupation of UNS Commercial Plot No. 67 Ainamoi Market which had been allocated to them.

38. It is also the Appellant's submissions that the 3rd, 4th and 5th Respondents contended that land parcel No. UNS Commercial Plot No. 76 was a public utility and yet they (3rd, 4th and 5th Respondents) were in occupation of the said parcel.

39. In response, the Respondents contend that the Appellant did not adduce sufficient evidence before the trial Court to demonstrate that he had been allotted the suit parcels.

40. The Respondents submit that the 1st and 2nd Respondents demonstrated that they had been allotted Plot No. 67.

41. The Learned Trial Magistrate in his judgement delivered on 2nd February, 2021 observed as follows;

“The Plaintiff's contention was that he was allocated the said plot in 2002 by the then Kipsigis County Council. He availed in evidence an allotment letter which read in part, ‘with reference to your application for a plot in Ainamoi Market and subsequent allocation vide minute No. 01/02 of a meeting held on 8th January, 2002, I hereby inform you that you were successful in the application. (sic) He was required to make some payments and acknowledge acceptance.



The allotment letter was allegedly issued in 2002; (sic) he relied on the allotment letter for Plot No. 76 as p. exhibit 3. The requirements of the same as per the evidence were partly complied with in 2013. Thus the Plaintiff made part payment as from 2013 and the acknowledgement was being made in 2017. He availed plot receipts as p. exhibit 5a, 5b and 5c.

The defendants called evidence which was to the effect that once an allottee has been allocated land, he has to be shown where it is on the ground. According to DW6, a surveyor now retired from the County Government of Kericho stated that the said plot No. 76 Ainamoi Market doesn't exist. It is (sic) location happens to be public utility land.

The Defendants gave evidence that the said issue of Plot No. 67 was handled by Committee on Justice and Legal Affairs, Kericho County Assembly. The Committee made a finding that the Plaintiff should stop interfering with Plot No. 67 Ainamoi Market...

What is clear from the evidence herein is that the Plaintiff doesn't state as to whether he was shown by the defunct Kipsigis County Council where his plot was on the ground. He merely stated that he was allocated the plot in issue. As mentioned in the case of Stephen Mburu (*supra*) the allotment letter is not a title to property. It is a transient and (is) often a right to take property.

The Plaintiff is also silent on whatever he did between 2002 and 2013 when the Defendants trespassed into the land in issue. There is no demonstration that he met the conditions on the allotment letter. At best, he stated that he had some structures on the land which were destroyed by the Defendants.

On the other hand there were various contentions which were put across especially on the legality of Plot No. 75. In a nutshell, the Plaintiff failed to demonstrate on the steps taken since the alleged allotment. Mere payments to the County Government do not guarantee ownership of a plot. All steps must be followed for the process to be complete.

In conclusion, the Plaintiff has failed to prove his case against the Defendants on a balance of probabilities. Other prayers in the Plaint were depended (sic) on whether the Plaintiff was a lawful allottee. Given that the issue of ownership is not proved, the Plaintiff's prayers are dismissed with costs to the 1st, 2nd, 3rd and 4th Defendants.” (Emphasis Mine)

42. Essentially, the Learned Trial Magistrate dismissed the Appellant's suit primarily on the ground the Appellant did not prove ownership of the suit parcels.
43. I shall therefore re-evaluate the evidence tendered during the trial to establish whether a different finding as to ownership of the suit parcels might have been reached.
44. In the judicial decision of *Ali Mohamed Dagane (Granted Power of Attorney by Abdullabi Muhumed Dagane, suing on behalf of the Estate of Mohamed Haji Dagane) v Hakar Absbir & 3 others* [2021] KEELC 3604 (KLR) the Court held as follows;

“Having evaluated in detail the necessary steps to be followed, it is emergent that a litigant basing their interest in land on the foundation of an allotment letter must provide the following proof: First, the allotment letter from the Commissioner of Lands; Secondly, and attached to the allotment letter, a part development plan; Thirdly, proof that they complied with the conditions set out in the allotment letter, primarily that the stand premium and ground rent were paid, within the specified timeline. It would also help a litigant's case,



although this may not be mandatory based on the stage of the transaction, to have a certified beacon certificate.” (Emphasis mine)

45. In the above cited judicial decision, the Court held that parties basing their interest in land on an allotment letter must first produce a letter of allotment.
46. The letter of allotment for Plot No. 76 is addressed to Julius Kiprono. It is undated and it informs him that he has been allocated Plot No. 76 measuring 0.022 Ha. He was required to pay Kshs. 3,410. The letter is signed by P.K Soi Clerk of Council County Council of Kipsigis.(Exhibit P3).
47. The Appellant produced a receipt issued by the County Council of Kipsigis on 5th April, 2013 as Exhibit P5(c) for payment of plot rent of Kshs. 3,410 for Plot No. 76 Ainamoi market. It is receipt No. 9710.
48. The Appellant produced another receipt also issued on 5th April, 2013 by the County Council of Kipsigis for plot No. 76 Ainamoi Market. (Exhibit P5(b) The receipt is for the payment of plot rent of Kshs. 3,410 and it is receipt No. 9711.
49. The Appellant produced a receipt issued by the County Government of Kericho to Kiprono Serem for plot No. 76 Ainamoi Market on 29th December, 2017 for the payment of the ground rent of kshs. 2,000/=. (Exhibit P5(c) It is receipt No. 12598.
50. In respect of plot 75, the Appellant did not produce an allotment letter. The Appellant, instead, produced copies of receipts issued to him by the County Council of Kipsigis. They were marked as Exhibit P4 (a), (b) and (c).
51. Exhibit P4(a) is a receipt issued by the County Council of Kipsigis to Julius Kiprono for the payment of plot rent of Kshs. 3,410 for Plot No. 75 Ainamoi Market on 12th February, 2013. It is receipt No. 8252.
52. Exhibit P4(b) is a receipt issued by the County Government of Kericho to Kiprono Serem for the payment of plot rent of Kshs. 1,200 for Plot No. 75 Ainamoi Market on 29th December, 2017. It is receipt No. 12599.
53. Exhibit P4(c) is a receipt issued by the County Council of Kipsigis to Julius Kiprono for the payment of plot rent of kshs. 3,410 for Plot No. 75 Ainamoi Market. It is receipt No. 9708.
54. These are all the documents that were produced by the Appellant in support of his claim of ownership of the suit parcels. These were intended to persuade the Learned Trial Magistrate to find that the Respondents are trespassers and in return issue eviction orders against them.
55. The Appellant did not call any witnesses from the defunct County council or County Government of Kericho to speak to or corroborate his evidence on acquisition of the suit parcels.
56. As was held in the decision of *Ali Mohamed Dagane (Granted Power of Attorney by Abdullahi Mubumed Dagane, suing on behalf of the Estate of Mohamed Haji Dagane)* (*supra*), production of an allotment letter is the first of the many hurdles that need to be surmounted in the journey to prove interest in land if that interest has its foundation in an allotment letter.
57. For plot No. 76, there is an undated allotment letter, the Appellant’s evidence is that it was allotted to him in the year 1998. Receipts for payment intended to show compliance with conditions of allotment were produced. They are for payments made in the year 2013 and 2017. No other documents were produced; there is no Part Development Plan, no proof that the conditions set out in the allotment letter in respect of stand premium and ground rent having been paid within the specified timeline. There is also no beacon certificate or any other proof that the suit parcels were surveyed.



58. For plot No. 75, there is no allotment letter.
59. With this background, it is evident that the documentary and oral evidence adduced by the Appellant in support of his ownership and/or interest in the suit parcels fell short. It was impossible for the Learned Trial Magistrate to reach a finding in his favour. The Learned Trial Magistrate correctly observes as follows;

“...Mere payments to the County Government do not guarantee ownership of a plot. All steps must be followed for the process to be complete.

In conclusion, the Plaintiff has failed to prove his case against the Defendants on a balance of probabilities. Other prayers in the Plaint were depended (sic) on whether the Plaintiff was a lawful allottee. Given that the issue of ownership is not proved, the Plaintiff’s prayers are dismissed with costs to the 1st, 2nd, 3rd and 4th Defendants.” [Emphasis mine]

60. On the question of ownership and/interest in the suit parcels, I find no reason to interfere with the finding of the Learned Trial Magistrate. He correctly found that ownership was not proved.
61. The other issue of contention by the Appellant is that the Learned Trial Magistrate erred in making the finding that he (Appellant) did not state whether he was shown by the defunct Kipsigis County Council the ground position of his plot but in his cross examination, he confirmed that he was shown the suit parcel.
62. The Respondents did not address this issue in their submissions.
63. In his Judgment the Learned Trial Magistrate observes and finds as follows;

“What is clear from the evidence herein is that the Plaintiff doesn’t state as to whether he was shown by the defunct Kipsigis County Council where his plot was on the ground. He merely stated that he was allocated the plot in issue. As mentioned in the case of Stephen Mburu (supra) the allotment letter is not a title to property. It is a transient and (is) often a right to take property.”

64. A perusal of the proceedings shows that upon cross-examination the Appellant stated as follows;

“I confirm that I was allocated Plot 75 and 76 in Ainamoi. I didn’t make a formal application, it was through public participation. This was in the year 1998. I don’t have any minutes regarding what transpired. The surveyor came to the ground and showed me the plots on the ground. I don’t know the surveyor who came to the ground. The surveyor came in the year 2003. The councilor had made a verbal announcement.”

65. From the Court proceedings it is evident that the Appellant testified that he was shown the suit parcel. There is no doubt, therefore, that the Learned Trial Magistrate erred in making a finding that the Appellant did not state whether he was shown his plot by the defunct Kipsigis County Council.
66. The question that follows is whether this finding that the Appellant was not shown by the defunct Kipsigis County Council the ground position of the suit parcels has any bearing on proof of ownership. The answer is in the negative. All the other prayers were hinged on proof of ownership. In any event, no beacon certificate or plot card was tendered in evidence. These, ordinarily are the documents that a surveyor would issue upon survey.



67. Further, the evidence of John Kiprono Mibei (DW6) has not been controverted. He introduced himself as a retired surveyor of the county Government of Kericho. His evidence is that in the year 2000 he was an employee of the Kipsigis County Council and that on 26th July, 2016 he visited Ainamoi Market to identify plot No. 75 and 67 at the invitation of the Justice Committee Kericho Assembly. The reason for their visit was that that two persons were claiming the suit parcel.
68. His evidence is that plot No. 67 was owned by the 2nd Respondent and was being claimed by the Appellant as plot No. 75. His further evidence is that plot No. 75-77 are public utility plots and he distinguished them from the individual plots that were allotted.
69. As earlier mentioned, this evidence remains uncontroverted. The report of the Committee on Justice and Legal Affairs was produced as Exhibit D7. Page 7 and 8 contains submissions of the county surveyor John Mibey and the county physical planner one Sylvia Inziani. In summary they submit that plot No. 67 is captured as belonging to Paul Kipkemoi Koske.(2nd Respondent) and plot No. 75 is captured as belonging to Julius Kiprono Serem. However the same report at page 8 makes an observation that after a field visit they found that the plot being claimed by the Appellant as plot no. 75 was plot No. 67. The report goes on to state that plot No. 75, 76 and 77 are public utility plots.
70. It is trite law that he who alleges must prove. Further the *Evidence Act* at section 107 provides that whoever desires any court to give judgment as to any legal right must prove the existence of those facts. In the face of the report of the Committee of Justice and Legal affairs and further in the face of the oral evidence of DW6 (John Kiprono Mibey), the Appellant ought to have countered this evidence. Failure to do so meant that Learned Trial Magistrate had no reason to disbelieve the evidence of the Respondents on record. The Learned Trial Magistrate, therefore, came to the correct conclusion in finding that the Appellant failed to prove his case against the Respondents on a balance of probabilities.

B. Who Should Bear Costs Of The Appeal.

71. The general rule is that costs shall follow the event in accordance with the provisions of Section 27 of the *Civil Procedure Act* (Cap. 21). A successful party should ordinarily be awarded costs of an action unless the Court, for good reason, directs otherwise.

Disposition.

72. There are numerous steps to be undertaken upon the issuance of an allotment letter. Failure to produce it when asserting proprietary interest in land is fatal. Also, failure to demonstrate that the conditions set out on the allotment letter have been met within the stipulated timelines is fatal.
73. In the result, I find that this appeal is not merited and it is hereby dismissed with costs to the Respondents.
74. It is so ordered.

DATED, SIGNED AND DELIVERED VIRTUALLY AT KERICHO THIS 10TH DAY OF JULY, 2025.

L. A. OMOLLO

JUDGE.

In the presence of: -

Parties. Absent.

Court Assistant; Mr. Joseph Makori.

