



**Mitei v Chepkirui & 2 others (Environment and Land Case
E034 of 2024) [2025] KEELC 6067 (KLR) (18 September 2025) (Ruling)**

Neutral citation: [2025] KEELC 6067 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KERICHO
ENVIRONMENT AND LAND CASE E034 OF 2024
LA OMOLLO, J
SEPTEMBER 18, 2025**

BETWEEN

ROBERT KIPKORIR MITEI PLAINTIFF

AND

VANESSA CHEPKIRUI 1ST DEFENDANT

ADRIAN KORIR 2ND DEFENDANT

IAN KIPKOECH 3RD DEFENDANT

RULING

Introduction.

1. This ruling is in respect of the Plaintiff/Applicant's Notice of Motion application dated 18th December, 2024. The application is expressed to be brought under Articles 40 & 159 of *the Constitution* of Kenya, Sections 70 & 73 of the *Land Registration Act*, Order 51 Rule 1 of the Civil Procedure Rules and Sections 1(a) & 3(a) of the *Civil Procedure Act*.
2. The application seeks the following orders;
 - a. Spent
 - b. Spent
 - c. That pending the hearing and determination of this suit, this Honourable Court be pleased to issue interim orders of injunction restraining the Respondents/Defendants herein either by themselves, their agents, servants and/or any person, claiming under the Respondents/Defendants from trespassing onto, using, occupying or dealing with the suit parcel of land registered as LR No. Kericho/Kipchimchim/7662 in any other manner that is interfering with peaceful occupation of the Applicant/Plaintiff, whatsoever.



- d. That this Honourable Court do order the Land Registrar, Kericho, to remove the caution lodged on the parcel of land registered under LR No. Kericho/Kipchimchim/7662 by the Respondents.
 - e. Costs of the application be provided for.
3. The application is based on the grounds on its face and the Supporting Affidavit of Robert Kipkorir Mitei sworn on 18th December, 2024.

Factual Background.

4. The Plaintiff/Applicant commenced the present proceedings vide the Complaint dated 18th December, 2024 where he seeks the following prayers;
- a. That pending the hearing and determination of this suit, this Honourable Court be pleased do (sic) issue permanent orders of injunction restraining the Respondents/Defendants herein either by themselves (sic), their agents, servants and/or any person claiming under the Respondents/Defendants from trespassing onto, using, occupying or dealing with the suit parcel of land registered as Kericho/Kipchimchim/7662 in any other manner that is interfering with peaceful occupation of the Plaintiff, whatsoever.
 - b. That this Honourable Court do order the Land Registrar, Kericho, to remove the caution lodged on the parcel of land registered under LR No. Kericho/Kipchimchim/7662 by the Respondents.
 - c. Costs of this suit.
5. As at the time of writing of this ruling the Defendants/Respondents had not filed their Statement of Defence.
6. The application under consideration first came up for hearing on 18th December, 2024 when the Court directed that it be served upon the Defendants/Respondents.
7. On 12th February, 2025 when the application was scheduled for hearing, the matter was referred to Court annexed mediation.
8. On 5th May, 2025 the matter was mentioned to confirm whether parties had reached a settlement and the Court was informed that the parties were unable to reach a settlement. Consequently, the application under consideration was rescheduled to 13th May, 2025 for hearing.
9. On 13th May, 2025 the Court issued directions that the application be heard by way of written submissions.
10. On 23rd July, 2025 the application was reserved for ruling after parties confirmed that they had filed their written submissions.

The Plaintiff/Applicant's Contention.

11. The Plaintiff/Applicant contends that he is the registered owner of land parcel No. Kericho/Kipchimchim/7662 which is one of the resultant subdivisions of land parcel No. Kericho/Kipchimchim/1640.



12. The Plaintiff/Applicant also contends that in the year 2012 he purchased land parcel No. Kericho/Kipchimchim/1640 through bank asset financing. He goes on to state that he cleared the loan and discharged the title of the said parcel of land.
13. The Plaintiff/Applicant further contends that he subdivided the said parcel of land into land parcel No's Kericho/Kipchimchim/7662 and 7663 and adds that he has been living on the said parcel to date.
14. It is his contention that the Defendants/Respondents have threatened to cause him harm and/or end his life citing beneficial interest on the suit parcel which interest is not specified and yet he is still alive.
15. It is also his contention that the Defendants/Respondents have a home on the ancestral land that belonged to his (Plaintiff/Applicant) father. The estate of his deceased father is pending succession.
16. It is further his contention that in the year 2019 his wife, who is the Defendants/Respondents mother fell ill and he had to sell a portion of his land and other possessions so that he could get money for her treatment. He adds that the Defendants/Respondents were aware of the said sale.
17. He contends that he now wishes to transfer the sold portions of the suit parcel to the respective purchasers and goes on to state that he has not been able to effect the said transfers as the Defendants/Respondents have registered a caution citing beneficial interest despite the fact that he purchased the said parcel of land through asset financing.
18. He also contends that he asked the Defendants/Respondents to remove the caution and even sought the Land Registrar's intervention to no avail.
19. He further contends that he is seeking this Court's intervention to issue an order compelling the Land Registrar, Kericho to remove the lodged caution.
20. He ends his deposition by stating that he has brought the application under consideration in good faith as he is seeking to have his ownership rights over the property restored.

The Defendants/Respondents Response.

21. The Defendants/Respondents filed a Replying Affidavit sworn by Venessa Chepkirui the 1st Defendant/Respondent on 10th February, 2025.
22. She deposes that she has the authority from her siblings to swear the affidavit.
23. She also deposes that the Plaintiff/Applicant is their (Defendants/Respondents) father which fact he has not disclosed in the Plaint.
24. She further deposes that she agrees with the Plaintiff/Applicant's assertions at paragraph 7 of his affidavit in support of the application that their mother Caroline Chebwogen Mitei (deceased) was his wife.
25. It is her deposition that their mother died on 7th April, 2022 and that she is buried on the suit parcel of land.
26. It is also her deposition that even though the Plaintiff/Applicant contends that he sold a portion of land parcel No. Kericho/Kipchimchim/7662, he has not attached any evidence to show that their deceased mother gave spousal consent as required by law.
27. It is further her deposition that the Plaintiff/Applicant has not attached any sale agreement to his affidavit in support of the application.



28. She deposes that after the death of their mother there was hostility between herself and two of her brothers that was instigated by their step mother who had the intention of evicting them from suit property.
29. She also deposes that she was threatened by the Plaintiff/Applicant and their step mother and told that the suit parcel will be sold and that there is nothing they will do.
30. She further deposes that the Plaintiff/Applicant and their stepmother have refused to accept the fact that the house on the suit land is her deceased mother's matrimonial property.
31. She admits that she together with her two brothers lodged a caution on the suit parcel when they realized that the Plaintiff/Applicant and their step mother had hatched a plan to sell their mother's matrimonial property. She goes on to state that this was in complete disregard to the fact that their mother is buried on the suit parcel.
32. It is her deposition that they (Defendants/Respondents) consulted elders who informed them of the sanity (sic) of the matrimonial home and the final resting place of the dead. She goes on to state that it is their desire that their late mother's final resting place and her matrimonial home be respected as per their traditions.
33. It is also her deposition that the Defendants/Respondents have never threatened the Plaintiff/Applicant as alleged. She also states that the allegations of threatening to kill made vide OB No. 23/17/12/2024 are false and meant to sensationalize the present matter. She adds that they believe that the said issue was instigated by their step mother.
34. It is further her deposition that she has been advised by her advocates on record that it will be proper to join their step mother in the present proceedings. She goes on to state that at the opportune moment, she will make the necessary application.
35. She deposes that from the Plaint, she has noted that the Plaintiff/Applicant has not disclosed the reasons for the sub-division of land parcel No. Kericho/Kipchimchim/1640. She goes on to state that the Plaintiff/Applicant has also not disclosed what became of land parcel No. Kericho/Kipchimchim/7663 which is one of the resultant subdivisions of the said parcel.
36. She also deposes that they are willing to support their father to get treatment and medication whenever required. She adds that it is their view that the things that can be sold are the other movable properties such as motor vehicles that are owned by the Plaintiff/Applicant and not the land where their mother is buried.
37. She ends her deposition by stating that the case should proceed for full hearing so that the Court can appreciate all the issues raised when witnesses are called to testify.

Issues for Determination.

38. The Plaintiff/Applicant filed his submissions on 19th July, 2025 while the Defendants/Respondents filed their submissions on 23rd June, 2025.
39. The Plaintiff/Applicant relies on Section 26(1) of the [Land Registration Act](#), the judicial decision of Bhupendrakumar Premchand Shah & another vs Nengee Investments Company [2014] KELC 518 (KLR) and submits that he is the owner of suit parcel of land.
40. He also submits that his title can only be challenged under the provisions of Sections 26(1)(a) and (b) of the [Land Registration Act](#). The grounds for challenging a title are limited to fraud or misrepresentation



- to which it must be shown that he was a party and/or if the title he holds is shown to have been acquired illegally, un procedurally or through a corrupt scheme.
41. The Plaintiff/Applicant submits that the evidence and material he has placed before this Court has not been controverted.
 42. The Plaintiff/Applicant also submits that he has attached to his affidavit in support of the application a certificate of official search which shows that he is the registered owner of the suit parcel.
 43. He submits that he has also attached copies of a land sale agreement, bank statements, green card, OB and Chief's letter to his affidavit in support of the application.
 44. He also submits that from the documentary evidence he has tendered, it is evident that he has established a prima facie case with a probability of success.
 45. The Plaintiff/Applicant relies on Section 73 of the *Land Registration Act* and submits that a caution can be withdrawn by the cautioner, it can be removed by an order of the Court or by order of the Land Registrar.
 46. The Plaintiff/Applicant submits that the Defendants/Respondents registered a caution on the suit parcel on 25th May, 2023.
 47. The Plaintiff/Applicant reiterates that the Defendants/Respondents have refused to remove the said caution as they are citing beneficial interest.
 48. The Plaintiff/Applicant relies on the judicial decision of Mary Njeri Mwaura ELC Misc. Application No. 38 of 2017 where the Court relied on Section 73(1) of the *Land Registration Act* which provides that the Court has the discretion to remove any caution placed on land.
 49. The Plaintiff/Applicant relies on Sections 3A and 63(e) of the *Civil Procedure Act* and submits that the Court has powers to make necessary orders for the ends of justice to be met.
 50. The Plaintiff/Applicant concludes his submissions by urging the Court to remove the caution placed on the suit parcel and allow the application as prayed.
 51. The Defendants/Respondents in their submissions reiterate that they are the Plaintiff/Applicant's children and that their late mother Caroline Chebwogen Mitei died on 7th April, 2022 and was buried on the suit parcel.
 52. The Defendants/Respondents also reiterate that the Plaintiff/Applicant contends that he has sold land parcel No. Kericho/Kipchimchim/7662 but he has not attached any evidence to show that the said parcel of land has been sold.
 53. The Defendants/Respondents submit that the sale agreement that has been attached to the affidavit in support of the application is for the purchase of land parcel No. Kericho/Kipchimchim/1640.
 54. The Defendants/Respondents also submit that the house of their late mother and the grave is on the suit parcel.
 55. They further submit that in the African culture the grave holds a significant meaning and that it is crucial for the deceased's wellbeing in the afterlife.
 56. It is the Defendants/Respondents submissions that burial is a peaceful transition and it protects the living from negative consequences. (sic)



57. It is also the Defendants/Respondents submissions that the grave reflects the status of the deceased and the respect of the family.
58. It is further the Defendants/Respondents submissions that the grave symbolizes continuity, connections, spirits wellbeing and social harmony. (sic)
59. The Defendants/Respondents also submit that the house on the suit parcel is their late mother's Matrimonial Property and that it is protected under the [Matrimonial Property Act](#).
60. The Defendants/Respondents conclude their submissions by urging the Court to give them an opportunity to give evidence before final orders can be made.

Analysis and Determination.

61. I have considered the Plaintiff/Applicant's application, the response thereto and the rival submissions. It is my view that the following issues arise for determination;
 - a. Whether the Plaintiff/Applicant has met the criteria for grant of an order of temporary injunction pending the hearing and determination of this suit.
 - b. Whether the Court should issue an order directing the Land Registrar to remove the caution registered by the Defendants/Respondents on land parcel No. Kericho/Kipchimchim/7662.
 - c. Who should bear costs of the application.

A. Whether the Plaintiff/Applicant has met the criteria for grant of an order of temporary injunction pending the hearing and determination of this suit.

62. In the judicial decision of *Giella vs. Cassman Brown* [1973] EA 358, the Court set out the conditions for grant of interlocutory injunctions. They are as follows;

“The conditions for the grant of interlocutory injunction are now I think well settled in East Africa. First an Applicant must show a prima facie case with probability of success. Secondly an interlocutory injunction will not be normally granted unless the Applicant might otherwise suffer irreparable injury which would not adequately be compensated by an award of damages. Thirdly if the Court is in doubt it will decide an application on the balance of convenience.”

63. The Plaintiff/Applicant must first establish a prima facie case. A prima facie case was defined in the judicial decision of *Mrao Limited vs. First American Bank of Kenya & 2 Others* [2003] eKLR as follows;

“A prima facie case in a civil case include but is not confined to a “genuine or arguable” case. It is a case which on the material presented to the Court, a tribunal properly directing itself will conclude there exists a right which has apparently been infringed by the opposite party as to call for an explanation or rebuttal from the later.”

64. The Plaintiff/Applicant contends that he is the registered owner of land parcel of Kericho/Kipchimchim/7662.
65. The Plaintiff/Applicant also contends that his late wife who was the mother of the Defendants/Respondents fell ill and he therefore sold a portion of the suit parcel and other possessions to cover costs for treatment.



66. The Plaintiff/Applicant further contends that he now wants to transfer the sold portions of the suit parcel to the purchasers but he is not able to because the Defendants/Respondents have registered a caution on the land.
67. It is the Plaintiff/Applicant's contention that he has engaged in discussions with the Defendants/Respondents to remove the said caution but they have refused to remove it.
68. The Plaintiff/Applicant submits that since he is the registered owner of the suit parcel, he has established a prima facie case.
69. Among the documents attached to the Plaintiff/Applicant's affidavit in support of the application is a copy of a Certificate of Official Search for land parcel No. Kericho/Kipchimchim/7662 dated 16th December, 2024.
70. It shows that on 9th June, 2022 Robert Mitei was registered as the owner of the said parcel of land and was issued with a title deed on 19th August, 2022.
71. The certificate of official search also shows that on 25th May, 2023 a caution was registered by Vanessa Chepkirui, Adrian Korir and Ian Kipkoech claiming beneficiary interest.
72. A copy of a land sale agreement dated 1st March, 2012 has been attached. The agreement is between Joseph Onsongo Angwenyi (vender) and Robert Kipkorir Mitei (Purchaser) for the sale of land parcel No. Kericho/Kipchimchim/1640. The purchase price is stated to be Kshs. 8,250,000/=
73. The Plaintiff/Applicant has also attached a copy of the green card for land parcel No. Kericho/Kipchimchim/1640 which shows at entry No. 4 that on 29th March, 2012 Robert Kipkorir Mitei was registered as the owner.
74. Entry No. 5 shows that he was issued with a title deed on 29th March, 2012.
75. Entries No. 6, 7 and 8 are on various charges registered on the suit parcel while Entry No. 9 shows that on 9th June, 2022 the said parcel of land was subdivided into land parcel No's. Kericho/Kipchimchim/7662 and 7663.
76. The Plaintiff/Applicant has also attached an undated letter written by K. Cheruiyot the Senior Chief Township Location. The letter states that Robert Kipkorir Mitei of ID No. 10013431 has lived on land parcel No. Kericho/Kipchimchim/7662 for a period of eleven years.
77. The Defendants/Respondents on the other hand admit that they are the Plaintiff/Applicant's children. They contend that their deceased mother had a house on the suit parcel and that she was buried on the said land.
78. The Defendants/Respondents also contend that they registered a caution on the suit parcel after they learnt that the Plaintiff/Applicant and their step mother were planning on selling it.
79. The Defendants/Respondents further contend that even though the Plaintiff/Applicant alleges that he has sold the suit parcel, no evidence of such sale has been availed.
80. From the documents attached to the Plaintiff/Applicant's application, it is evident that the Plaintiff/Applicant is the registered owner of the suit parcel.
81. That being the case, my view is that the Plaintiff/Applicant has established a prima facie case.



82. The second condition for grant of orders of temporary injunction is that the Plaintiff/Applicant must demonstrate that he will suffer irreparable injury that would not be adequately compensated by way of damages.

83. In *Nguruman Limited vs. Jan Bonde Nielsen & 2 Others* [2014] eKLR, the Court of Appeal pronounced itself as follows:

“On the second factor, that the Applicant must establish that he “might otherwise” suffer irreparable injury which cannot be adequately remedied by damages in the absence of an injunction, is a threshold requirement and the burden is on the Applicant to demonstrate, prima face, the nature and extent of the injury. Speculative injury will not do; there must be more than an unfounded fear or apprehension on the part of the Applicant. The equitable remedy of temporary injunction is issued solely to prevent grave and irreparable injury; that is injury that is actual, substantial and demonstrable; injury that cannot “adequately” be compensated by an award of damages. An injury is irreparable where there is no standard by which their amount can be measured with reasonable accuracy or the injury or harm is such a nature that monetary compensation, of whatever amount, will never be adequate remedy.”

84. The judicial decision in *Pius Kipchirchir Kogo vs Frank Kimeli Tenai* [2018] eKLR provides an explanation of what is meant by irreparable injury. It is as follows;

“Irreparable injury means that the injury must be one that cannot be adequately compensated for in damages and that the existence of a prima facie case is not itself sufficient. The Applicant should further show that irreparable injury will occur to him if the injunction is not granted and there is no other remedy open to him by which he will protect himself from the consequences of the apprehended injury.”

85. The Plaintiff/Applicant has not addressed the issue of whether or not he will suffer irreparable harm which cannot be adequately compensated by way of damages if the orders sought are not granted.

86. The Defendants/Respondents did not also submit on the question of irreparable harm which cannot be adequately compensated by way of damages.

87. If after making considerations on the existence of a prima facie case and irreparable injury the Court is still in doubt, then an application for temporary injunction is to be determined on the basis of balance of convenience. This means that the Plaintiff/Applicant must demonstrate that the balance of convenience tilts in his favour.

88. The Plaintiff/Applicant has demonstrated a prima facie case but has not demonstrated the irreparable injury he is likely to suffer if the orders sought are not granted.

89. I shall, therefore, determine this application on a balance of convenience.

90. In *Pius Kipchirchir Kogo vs Frank Kimeli Tenai* (supra) the Court held as follows;

“The meaning of balance of convenience will favour of the Plaintiff is that if an injunction is not granted and the Suit is ultimately decided in favour of the Plaintiffs, the inconvenience caused to the Plaintiff would be greater than that which would be caused to the Defendants if an injunction is granted but the suit is ultimately dismissed. Although it is called balance of convenience it is really the balance of inconvenience and it is for the Plaintiffs to show that the inconvenience caused to them will be greater than that which may be caused to the Defendants. Inconvenience be equal, it is the Plaintiff who will suffer. In other words, the



Plaintiff has to show that the comparative mischief from the inconvenience which is likely to arise from withholding the injunction will be greater than that which is likely to arise from granting it”

91. In *Paul Gitonga Wanjau vs Gathuthis Tea Factory Company Ltd & 2 others* [2016] eKLR the Court while considering the question of balance of convenience expressed itself thus;

“Where any doubt exists as to the Applicants’ right, or if the right is not disputed, but its violation is denied, the Court, in determining whether an interlocutory injunction should be granted, takes into consideration the balance of convenience to the parties and the nature of the injury which the Respondent on the other hand, would suffer if the injunction was granted and he should ultimately turn out to be right and that which the Applicant, on the other hand, might sustain if the injunction was refused and he should ultimately turn out to be right... Thus, the Court makes a determination as to which party will suffer the greater harm with the outcome of the motion. If Applicant has a strong case on the merits or there is significant irreparable harm, it may influence the balance in favour of granting an injunction. The Court will seek to maintain the status quo in determining where the balance of convenience lies.” (Emphasis mine)

92. In the present case, the main issue in contention is whether or not the caution registered on the suit parcel should be removed. The Respondents, who have registered the caution, claim beneficial interest on the suit parcel and state that their mother’s house and her remains are interred on the suit land.

93. Taking into consideration the circumstances of this case, the party likely to suffer greater harm if the application under consideration is allowed are the Respondents. Therefore, the balance of convenience does not tilt in favour of the Plaintiff/Applicant.

B. Whether the Court should issue an order directing the Land Registrar to remove the caution registered by the Defendants/Respondents on land parcel No. Kericho/Kipchimchim/7662.

94. As afore stated, the Plaintiff/Applicant contends that he is the registered owner of land parcel No. Kericho/Kipchimchim/7662.

95. He also contends that he has sold portions of the said parcel of land but he is unable to transfer them because the Defendants/Respondents have registered a caution on the suit property.

96. He further contends that the Defendants/Respondents have registered the said caution while citing beneficial interest which interest has not been disclosed.

97. He is therefore seeking an order that the said caution be removed.

98. In response, the Defendants/Respondents admit that they are the children of the Plaintiff/Applicant. They also admit that they registered a caution on the suit parcel because the Plaintiff/Applicant intends to sell it.

99. The Defendants/Respondents contend that there is a house on the suit parcel which is their late mother’s matrimonial property and that since she was buried on the said parcel of land, it should not be sold.

100. Section 73 of the *Land Registration Act* provides as follows;

“(1) A caution may be withdrawn by the cautioner or removed by order of the Court or, subject to subsection (2), by order of the Registrar.



- (2) The Registrar, on the application of any person interested, may serve notice on the cautioner warning the cautioner that the caution will be removed at the expiration of the time stated in the notice.
- (3) If a cautioner has not raised any objection at the expiry of the time stated, the Registrar may remove the caution.
- (4) If the cautioner objects to the removal of the caution, the cautioner shall notify the Registrar, in writing, of the objection within the time specified in the notice, and the Registrar shall, after giving the parties an opportunity of being heard, make such order as the Registrar considers fit, and may in the order provide for the payment of costs.
- (5) After the expiry of thirty days from the date of the registration of a transfer by a chargee in exercise of the chargee's power of sale under the law relating to land, the Registrar shall remove any caution that purports to prohibit any dealing by the chargee that was registered after the charge by virtue of which the transfer has been effected.
- (6) On the withdrawal or removal of a caution, its registration shall be cancelled, and any liability of the cautioner previously incurred under Section 74 shall not be affected by the cancellation.

101. In the judicial decision of Jane Wanjiku Mwangi & another v Nathan Ndegwa Njeru [2020] eKLR the Court while considering Section 73 (1) of the [Land Registration Act](#) held as follows;

“7. The section gives three ways in which a caution can be removed; it may be withdrawn by the cautioner or removed by the Court or by the order of the Land Registrar.”

102. The Plaintiff/Applicant has attached to his affidavit in support of the application a copy of Form LRA 71 dated 21st July, 2023. It is issued under the [Land Registration Act](#) and the Land Registration (General) Regulations 2017 by a Land Registrar by the name C.M Wacuka. It is a Notice of Intention to remove a caution on land parcel No. Kericho/Kipchimchim/7662.

103. The caution was registered on 25th May, 2023 and the cautioners are Venessa Chepkirui, Adrian Korir and Ian Kipkoech. The proprietor is stated to be Robert Kipkorir Mitei.

104. The Land Registrar states that he has received an application to remove a caution from the proprietor and it notifies the cautioners that the said caution will be removed within thirty days of the posting of the said notice unless the cautioner submits a Notice of Objection to Remove the Caution before the expiry of the said period.

105. I have noted that the Plaint, under prayer (2), the Plaintiff/Applicant is seeking an order directing the Land Registrar, Kericho to remove the caution registered on land parcel No. Kericho/Kipchimchim/7662.

106. My view is that this court cannot at this preliminary stage consider the question whether or not an order removing the caution registered by the Defendants/Respondents should issue. This is because the order for the removal of the caution is a substantive prayer in the Plaint and any attempt to do so would be akin to determining the suit at an interlocutory stage.



107. Consequently, the question whether or not an order should issue for the removal of the caution shall be addressed during the hearing and determination of this suit.

C. Who should bear costs of the application?

108. It is now settled that costs shall follow the event. This is in accordance with the provisions of Section 27 of the *Civil Procedure Act* (Cap. 21 Laws of Kenya). A successful party should ordinarily be awarded costs of an action unless the Court, for good reason, directs otherwise.

Disposition.

109. Taking the foregoing into consideration, I find that the Plaintiff/Applicant's Notice of Motion application dated 18th December, 2024 lacks merit and it is hereby dismissed with costs.

110. It is so ordered.

DATED, SIGNED AND DELIVERED VIRTUALLY AT KERICHO THIS 18TH DAY OF SEPTEMBER, 2025.

L. A. OMOLLO

JUDGE.

In the presence of: -

Miss Chepngetich for the Plaintiff/Applicant.

Mr. Mbeche for the Defendants/Respondents.

Court Assistant; Mr. Joseph Makori.

