



**Telcom Kenya Ltd v Wanene & 3 others (Environment & Land Case 98 of 2015) [2024] KEELC 5230 (KLR) (4 July 2024) (Judgment)**

Neutral citation: [2024] KEELC 5230 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT & LAND CASE 98 OF 2015**

**AA OMOLLO, J**

**JULY 4, 2024**

**BETWEEN**

**TELCOM KENYA LTD ..... PLAINTIFF**

**AND**

**FRANCIS M WANENE ..... 1<sup>ST</sup> DEFENDANT**

**MARGARET JANET KARIUKI ..... 2<sup>ND</sup> DEFENDANT**

**THE BOM GITITHIA MIXED HIGH SCHOOL ..... 3<sup>RD</sup> DEFENDANT**

**CHIEF LAND REGISTRAR ..... 4<sup>TH</sup> DEFENDANT**

**JUDGMENT**

1. The Plaintiff brought this suit against the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Defendants vide Plaintiff dated 9<sup>th</sup> February 2015 seeking for the following orders;
  - a. An order of permanent injunction restraining the Defendants, their servants, workmen, licensees, agents or any other persons acting on their own behalf or on behalf of the defendants from howsoever trespassing, entering, encroaching, remaining in, selling, subdividing, taking over, dispossessing, alienating, reclaiming, fencing, cultivating, returning into and or harassing the Plaintiff or interfering with its peaceful entitlement and possession of Gitithia Township/1149.
  - b. General damages for trespass and interest
  - c. Costs
  - d. Any other relief this honourable court may deem fit and just to grant
2. The Plaintiff impleaded that it is the registered owner as a lessee from the County Council of Kiambu of parcel L.R. Gitithia Township/1149 measuring approximately 0.7885 Hectares herein after referred



- to as “the suit land” for a term of 99 years from 1/11/2001 and which land neighbours the Defendant school. It posited that to hold a certificate of lease dated 22/11/2002 and has built a repeater station on the land.
3. The Plaintiff explained that it is the predecessor of the defunct Kenya Posts & Telecommunications Corporation that on 30/8/1984 applied for a site of roughly 2 acres of land belonging to Gitithia Secondary School for purposes of erecting a support station to its Longonot Earth Satellite Station in the escarpment from the Commissioner of lands and vide letter dated 3/6/1985, the Commissioner of lands authorised it to take possession and undertake to provided funds to be needed for acquisition of alternative land for the school.
  4. That consequently, they took possession and developed a repeater station and through a cheque No.198371 paid Kshs.70,000.00 to the Commissioner of Lands which it had demanded vide letter dated 6/1/1986 to purchase alternative (2) acres for the school.
  5. That since 1986, they have been in quiet possession of the suit land until 10<sup>th</sup> November 2014, when the defendants, their servants, agents and or persons acting under them demolished the fence and trespassed onto the Plaintiffs’ land which act was reported to the police and recorded as OB No.26/21/11/2014.
  6. The Plaintiff stated that the Defendants contended that they were not compensated by the Commissioner of Lands and they require the suit land for expansion.
  7. That they are apprehensive that unless the Defendants are restrained by an order of the court, they are likely to continue trespassing onto the suit land interfering with the Plaintiff’s possession.
  8. The Defendants filed a reamended defence and counter claim on 15<sup>th</sup> November 2022 seeking for the following orders;
    - a. An order for eviction removing the Plaintiff, its servants and/ or agents together with any structures illegally erected on the Defendant’s portion of land also known as Land Title Number: Gitithia Township/ 1149;
    - b. An order for payment from the Plaintiff and the 4<sup>th</sup> Defendant the equivalent current value of the two acre portion of land also known as Land Title Number: Gitithia Township/ 1149 illegally acquired by the Plaintiff
    - c. An Order directing the 4<sup>th</sup> Defendant to rectify the Certificate of lease for Tittle No. Gitithia Township/ 1149 by cancelling the same and re-issuing the same to the 3<sup>rd</sup> Defendant.
    - d. General damages for loss of user and trespass over the Defendants’ suit property.
  9. The Defendant admitted that the Plaintiff is the registered owner of the suit land but contended that the same was illegally owned by the Plaintiff. They stated that they are the beneficial owner of all that piece of land known as Jet Scheme/ Escarpment Plot 522 since the early 1970's having been allotted the land for purposes of building schools creating a secondary school known as "Gitithia Mixed High School" and Gitithia Secondary School.
  10. The Defendant stated that the Plaintiff’s predecessor, to wit, the defunct Kenya Posts & Telecommunications Corporation applied to the Commissioner of Lands and sought the consent of the 3<sup>rd</sup> Defendant to be allowed to excise approximately two (2) acres from the said plot Jet Scheme/ Escarpment Plot 522 in order to put up a support station for its Longonot Earth Satellite Station.



11. That the 3<sup>rd</sup> Defendant on behalf of the School conceded to the excision of the 2 acre portion of land from its Plot Jet Scheme/ Escarpment Plot 522 on grounds that the Plaintiff would monetarily compensate the value of the land and the Chief Land Registrar would also allocate the 3<sup>rd</sup> Defendant an alternative plot to cater for future expansion of the schools.
12. Further, the Chief Land Registrar through a letter dated 3<sup>rd</sup> June 1985, wrote to the 3<sup>rd</sup> Defendant to confirm that the Plaintiff was taking possession of the property as an alternative plot was being sought for the Defendants but no payment was made\* to the Plaintiff and to date the 3<sup>rd</sup> Defendant has not been allotted any alternative land, despite the increase in the school's population and the need for expansion.
13. The Defendants asserted that the Agricultural students of the schools have always utilized the undeveloped area of the two acres of land for their farming projects with/ the consent of the Plaintiff and not acted with mala fides with regard to the suit land.
14. The Defendants contended that the Plaintiff's acquisition of the suit land was fraudulent, particularising the fraud to be that the Plaintiff conspired with the Chief Land Registrar to compulsorily acquire the suit land without compensation.
15. That as a result of the Plaintiff's fraud, the 3<sup>rd</sup> Defendant's school is suffering from a lack of amenities as they are currently unable to build facilities for the students due to lack of land.
16. The Attorney General filed a defence dated 11<sup>th</sup> January 2023 on behalf of the 4<sup>th</sup> Defendant against the 1<sup>st</sup> -3<sup>rd</sup> Defendants' counter claim denying the allegations of fraud as against it and the Plaintiff.
17. They stated that they are not mandated to compulsorily acquire the suit land and effect the relevant compensation as the same is the mandate of the National Land Commission. They also stated that no notice of intention to sue had been issued as against them.

### **Evidence**

18. In support of its case, the Plaintiff called PW1, its legal manager who adopted a statement recorded by Charles Arogo dated 22/1/2015 as evidence in chief and also produced the documents as per the list dated 9/2/15 as PExh 1-11.
19. PW1 testified that the Plaintiff is the registered owner of the suit land and acquired the same procedurally. During cross examination, he confirmed that as seen in Page 1 of the Defendant's list of documents, the school wanted compensation for the suit land and consequently paid KShs.70,000 through cheque no.198371 dated 11/3/1986 which was not adduced in court.
20. Further, the witness confirmed that they had not produced any bank statement to prove the money was paid and that despite the averment that the Commissioner received the money, they did not have any document of acknowledgement.
21. While also admitting that land can only be lost through sale, adverse possession or compulsory acquisition, the witness stated that the Plaintiff acquired the suit land through compulsory acquisition.
22. Further, he confirmed that they had reported the Defendants for trespass to the police and were given an OB number but did not produce the same.
23. Pw1 stated that the Plaintiff's predecessor was a state corporation and as per the lease the suit land belonged to County Council of Kiambu thus it was a government reallocating to another government department.



24. As proof of payment of Kshs.70,000 to the commissioner the Plaintiff produced at Page 24 of its documents, a voucher signed by G.K Gatu to process payment. The witness clarified that the reason why the letter at page 25 does not have a letter head, is because when sending letters, they have a file copy and one on a letter head which goes out.
25. In support of the 1<sup>st</sup>-3<sup>rd</sup> Defendants' case, they called two witnesses. DW1 testified adopting a witness statement dated 12/2/2024 as evidence in chief and produced list of documents dated 12/2/2018 as exhibits in support of their case.
26. He stated that he is in the member of Gitithia Mixed High School as the Deputy Chair and the suit land was exercised and fraudulently taken by the Plaintiff. That the Plaintiffs wanted to use the suit land and agreed with them that they compensate the school with 5 or more acres of land but the Plaintiff is yet to comply.
27. That after they conducted a search of the suit land, they found that the Plaintiff had its title. On cross examination, the witness confirmed that the letters dated 10/4/1984 and 16/11/1984 they gave a request for compensation and not a condition but in the letter dated 26/3/1985 which stated no objection to occupation indicated a condition of alternative land to be provided.
28. Further, that the letter dated 21/3/1995 to the Director of Forestry referred to the letter of 4/11/1986 on compensation and the letter dated 18/11/1987 by commissioner of lands to Chief Conservator of forest to confirm the excising of 5 acres to the school.
29. DW1 testified that it was the Plaintiff who were required to meet the conditions and letter dated 6/1/1986 refers to payment of some Ksh.70,000 to buy 2 acres as alternative land, a change the School was not involved in because they had agreed on 5 acres.
30. The witness stated that there is a voucher at page 20 of a payment to Commissioner of lands though there is no evidence of the actual payment having been made. DW1 explained that the secondary school occupied 14 acres before the Plaintiff took the 2 acres, the suit land, and there has been no development on it as it was being used as a playing field but the school had a plan for it. He stated that currently the title of No.522 where the school is, is in the name of the Government of Kenya and that they joined the Chief Land Registrar in the suit as they are in charge of documentation of titles.
31. The witness further stated that in the green card of 1149, the suit land, it does not indicate that it is a subdivision of No.522 and that the title should not have been issued before they were compensated noting that there is a communication on payment that they were not involved in. On cross examination, he testified that they were copied in the letter by the Plaintiff dated 30/8/1984 and did not object but set out the condition of compensation with 5 acres.
32. DW2, a Land Registrar with the Ministry of Lands currently stationed in Kiambu testified in support of Chief Land Registrar case, adopting her witness statement dated 16/1/2023 as evidence in chief and produced certified copy of white card and green card of the suit land as DExh 1 and 2.
33. She testified that they were not aware about the condition to be met by the Plaintiff and that the green card does not mention that the suit land was excised from No.522, though the Plaintiff do not object that it was the case. She also pointed out that the duties previously performed by Commissioner of Lands was taken over by the National Land Commission and that the Chief Land Registrar is not involved in compulsory acquisition of land.



## Submissions

34. The Plaintiff, 1<sup>st</sup>-3<sup>rd</sup> Defendants and the Attorney General filed submissions dated 21<sup>st</sup> March 2024, 13<sup>th</sup> June 2024 and 15<sup>th</sup> May 2024 respectively.
35. The Plaintiff submitted that it is not contested that it is the registered proprietor of the suit land and Section 26 of the [Land Registration Act](#) provides that a certificate of title should be held as conclusive evidence of proprietorship unless it is proved that the same was acquired through fraud, misrepresentation or unprocedurally. That no evidence has been tendered to prove that the suit property was acquired through fraud or misrepresentation to which the Plaintiff was a party thus its ownership has not been impeached and in support cited many cases among them *Jonah Omoyoma v Bonface Oure & 2 others* [2021] eKLR and *Willy Kipsongok Morogo v Albert K. Morogo* (2017) eKLR.
36. The Plaintiff also submitted that the Defendants cannot seek the cancellation of its title and at the same time seek to be compensated for the value of the suit land. Further, that to impugn a title under Section 26 (l) of the [Land Registration Act](#), a party must prove fraud to the required standard, and that the title holder was a party to the fraud and in support cited the case of *Beatrice Nanyama Murunga v Benjamin Amchat & Another* [2018] eKLR and *Arthi Highway Developers Limited v West End Butchery Limited & 6 others* [2015] eKLR.
37. The Plaintiff avers that the fraud pleaded by the 1<sup>st</sup> -3<sup>rd</sup> Defendants is legally untenable as what was being acquired was public/government land which is not amenable to compulsory acquisition. It argued that from the evidence on record, it is clear that the 3<sup>rd</sup> Defendant consented to their acquisition of the suit land and only requested the commissioner of lands to compensate them with alternative land. That the 3<sup>rd</sup> Defendant did not seek to be paid money as pleaded and their consent was not conditional/dependent on the allocation of alternative land as shown in the letter dated 16<sup>th</sup> November 1984.
38. The Plaintiff submitted further that from the various correspondences, between the 3<sup>rd</sup> Defendant and the Commissioner of Lands, there is nowhere that the latter indicated that they were not able to allocate the school alternative land because the Plaintiff's predecessor did not provide the requisite funds. It contends that the 3<sup>rd</sup> Defendants did not join the Commissioner of Lands or the National Land Commission which undertook its mandate in [the Constitution](#) 2010, in their counterclaim and only joined the Chief Land Registrar.
39. The 1<sup>st</sup>-3<sup>rd</sup> Defendants submitted that from the onset it was unequivocally clear that excision of the suit land from the School's Plot Jet Scheme/Escarpment Plot /522 to the Plaintiff was premised on the School being compensated with at least 5 acres of land for the School's expansion as shown in their letter dated 16<sup>th</sup> November 1984 and reiterated in the letters dated 10<sup>th</sup> January 1985 and 26<sup>th</sup> March 1985.
40. Further that vide the letter dated 3<sup>rd</sup> June 1985, they requested the Plaintiff to provide funds for the alternative land before the Plaintiff could enter into the suit land making it a condition that they would provide an undertaking for the provision of funds for acquisition of alternative land. They explained that upon taking possession of the suit land by the Plaintiff without being compensated, the School asserted more pressure on the Commissioner of Lands, vide the letters dated 4<sup>th</sup> November 1985, the Ministry of Lands and Settlement vide the letter dated 6<sup>th</sup> January 1986 demanded from the Plaintiff the sum of Kshs. 70,000/= to acquire the said alternative parcel of land for the School which they failed to do.



41. The 1<sup>st</sup> -3<sup>rd</sup> Defendants thus submit that the Plaintiff conspired with the Chief Land Registrar to fraudulently procure the title to the suit land in its favour, without meeting the School's condition for compensation of its 2 acres. Therefore, the Plaintiff's title to the suit land having been acquired without paying the sum of Kshs. 70,000/= as required for the purchase of alternative land proves the Plaintiff acted in a deceitful manner to acquire it. In support, they cited the cases of ELC No. 417 of 2015 Samuel Odhiambo Oludhe & 2 Others Vs. Jubilee Jumbo Hardware Limited & Another and Alberta Mae Gacci vs Attorney General & 4 Others (2006) eKLR.
42. The Defendants submitted that the Plaintiff is not entitled to the reliefs sought because the rights to property do not extend to any property that has been found to have been unlawfully acquired and relied on the case of Nathalal Raghavii Lakhani -vs- H.J. Vaitha & Another [19651 EA 452 and Kawalieet Singh Rekhi vs. Peter Wainaina Kamau & 2 Others [20161 eKLR. They further stated that the Plaintiff having made entry to the suit land before providing funds for alternative land, they had proved their case of trespass onto the said land on a balance of probability entitling them to damages. They cited the case of Duncan Nderitu Ndegwa v. KP& LC Limited & Another (2013) eKLR.
43. In their submissions, the AG clarified that the Plaintiff has no claim against it and that claim against them is the counter-claim by the 1<sup>st</sup> -3<sup>rd</sup> Defendants. The A.G submitted that the Defendants claim that its land was compulsorily acquired without any compensation being given yet they have not sued the National Land Commission which is the body responsible in dealing with compulsory acquisition of public land.
44. Further, that they have failed to demonstrate that the Chief Land Registrar conspired with the 1<sup>st</sup> Defendant to compulsorily acquire the suit land noting that the Chief Land Registrar is not involved in the process of compulsory acquisition of land as his role is enforcing land registration provisions. The AG noted that Gitithia Mixed High School, the 3<sup>rd</sup> Defendant is a public school thus compulsory acquisition cannot be undertaken for public land. That they have failed to produce any evidence as against the Chief Land Registrar in respect to their fraud allegations.
45. In support of the submissions, the AG cited Civil Appeal No. 26 of 2015 Isinya Roses Limited v Zakayo Nyongesa [20161 eKLR for the proposition that the onus was on the 1<sup>st</sup>-3<sup>rd</sup> Defendants to prove their allegations as against the Chief Land Registrar.

**Determination:**

46. I have considered the pleadings, the evidence and the respective submissions filed by all the parties to this suit. What comes out that is not disputed is the fact that before the Plaintiff settled on the land now referred to as Gitithia/Township/1149, it comprised land owned by the 1<sup>st</sup> to 3<sup>rd</sup> Defendants. It is also not disputed that before taking occupation, the Plaintiff requested the school to give them a portion as is evidenced by the letters exchanged and produced as exhibits. Subsequently, the Plaintiff took occupation and put up a structure referred to as repeater station and procured a lease in its name for the two-acre portion.
47. The issue in dispute and which calls for this court's intervention is to answer the questions of:
  - i. Whether or not the 1<sup>st</sup> -3<sup>rd</sup> Defendants were entitled to compensation for the two-acre land taken by the Plaintiff
  - ii. Whether or not the compensation was paid
  - iii. Can the orders of permanent injunction issue against the 1<sup>st</sup> -3<sup>rd</sup> Defendants or;



- iv. Can the orders of eviction sought against the Plaintiff be granted?
48. The Plaintiff has pleaded that they were in quite possession of the suit land from 1986 until 10<sup>th</sup> November 2014 when the defendants demolished the fence and trespassed on to the plaintiff's land. Pursuant to this action, a report was made to the police and it also held a meeting with the 1<sup>st</sup> to 3<sup>rd</sup> Defendants who registered their complaint that they were never compensated for their land. According to the Plaintiff, the compensation was paid and they relied on the payment voucher VB/178/059/86 in favour of the Commissioner of Lands dated 4.3.1986 for the sum of Kenya Shillings Seventy Thousand (Kshs 70000).
49. In determining whether or not the School was entitled to compensation, this court has evaluated the evidence and concludes that indeed they (the 1<sup>st</sup> to 3<sup>rd</sup> Defendants) were entitled to compensation. The Plaintiff's representatives first approached the School seeking to get a portion of their land to erect a satellite station which means they acknowledged the School owned the land. The acknowledgement is expressed by their letter dated 30<sup>th</sup> August 1984 addressed to the Commissioner of Lands and copied to the Secretary, BOG of the 3<sup>rd</sup> Defendant where they wrote inter alia;
- “Acquisition of a site for a new support station on plot 522 Gitithia Settlement Scheme:
- The Corporation would like to acquire a site of roughly two acres on the above plot which belongs to Gitithia Secondary School for the purposes of erecting a support station to Longonot Earth Satellite station in the eascarpment.”
50. The 3<sup>rd</sup> Defendant wrote to the Commissioner of Lands in a letter dated 16<sup>th</sup> November, 1984 that they had no objection to the acquisition but would wish that they be compensated with land which they could use either for their own expansion or for shifting the primary school that had sprung up on their ground. In fact they sought compensation of land measuring approximately 5 acres. The 3<sup>rd</sup> Defendant reiterated their request in their later dated 10<sup>th</sup> January, 1985. On 18<sup>th</sup> March 1985, the Ministry of Lands (the Commissioner of Lands) wrote back and stated that the government was considering their request in exchange for the two acres required by the Kenya Posts and Telecommunications corporation.
51. Vide a letter dated 12<sup>th</sup> June 1985, the Plaintiff sought from the Commissioner of Lands seeking authorisation to engage a licensed surveyor to survey the land for purposes excising the land for their purpose. This letter was again copied to the Secretary of the 3<sup>rd</sup> Defendant. Meanwhile from 4<sup>th</sup> November 1985 after the Plaintiff began working on the suit land, the 1<sup>st</sup> to 3<sup>rd</sup> Defendants began the wild goose chase of looking for the alternative land that was to be given as compensation for the 2 acres excised from their land. These is demonstrated by the several letters they wrote and including a meeting held at Ardhi house.
52. There is no communication from the Plaintiff to the 1<sup>st</sup> to 3<sup>rd</sup> Defendants stating that they had forwarded a payment to the Commissioner of Lands on 4.3.1986. It would appear that the Plaintiff did not correspond with the Defendants again until the land invasion in 2014. There is no evidence presented by the Plaintiff to prove this money ever reached the 1<sup>st</sup> to 3<sup>rd</sup> Defendants. The parcel of land was being acquired on behalf of the Plaintiff which then pushed the burden of proof at their door step to demonstrate to this court that indeed the compensation was paid.



53. Section 75 of the previous Constitution which was the applicable law at the time of this transaction stated thus;

“(2) Every person having an interest or right in or over property which is compulsorily taken possession of or whose interest in or right over any property is compulsorily acquired shall have a right of direct access to the High Court for –

- (a) the determination of his interest or right, the legality of the taking of possession or acquisition of the property, interest or right, and the amount of any compensation to which he is entitled; and
- (b) the purpose of obtaining prompt payment of that compensation:

Provided that if Parliament so provides in relation to a matter referred to in paragraph (a) the right of access shall be by way of appeal (exercisable as of right at the instance of the person having the right or interest in the property) from a tribunal or authority, other than the High Court, having jurisdiction under any law to determine that matter.”

54. The Attorney General in their submissions faulted the the 1<sup>st</sup> to 3<sup>rd</sup> Defendants for not joining the National Land Commission which succeeded the Commissioner of Lands while seeking compensation. The original suit was brought by the Plaintiff on whose behalf the impugned land was acquired and while aware that the Defendants had complained they had not been compensated hence their reason for “trespassing” on to the suit land. Consequently, the Plaintiff alleged to have paid out the compensation which they plead was demanded by the Commissioner of Lands was the one obligated to join the said party. For the Defendants, as far as they are concerned, they want their land back (eviction) or be compensated. Hence the non-joinder of the Commissioner of Lands does not defeat their claim. Since there is no evidence adduced to confirm they were given alternative land or monetary compensation, I find that they were not compensated.

55. Has the Plaintiff made a case for granting an order of permanent injunction? From the letters exchanged between the parties, the Plaintiff took possession of the suit land in 1986 and proceeded to process certificate of lease in its name. The 1<sup>st</sup> to 3<sup>rd</sup> Defendants had consented to that occupation save for seeking alternative land as compensation. Therefore, the taking over of the suit property by the Plaintiff cannot be deemed as illegal. Recovering the suit land which has since been registered in the name of the Plaintiff since the year 2002 through invasion was not an option available to the 1<sup>st</sup> to 3<sup>rd</sup> Defendants.

56. As stated in the proviso to section 75 of Constitution above, the 1<sup>st</sup> to 3<sup>rd</sup> Defendants could only get the right of access through appeal to the Authority or High Court with jurisdiction to do so. The other option open for them was to move the Court for prompt payment of the compensation. I am therefore persuaded to hold that the action of interfering with the use and occupation of the suit land by the 1<sup>st</sup> to 3<sup>rd</sup> Defendants were illegal and ought to be stopped by issuance of an order of permanent injunction.

57. Flowing from the above statement, the order of eviction sought by the 1<sup>st</sup> to 3<sup>rd</sup> Defendants cannot be granted. However, i find that they are entitled to compensation and so I do allow prayer (b) of the counter-claim. Why grant compensation at the current value? It is only fair and considerate that they be paid at current value which would take care of the inflationary trends as well as give them capacity to purchase the alternate 2-acre piece of land. No figures were proposed by either side and this court cannot do guess work of the monies payable. Therefore, I direct that a valuation will be undertaken by the Government valuer to ascertain the value of a two-acre piece of land in Gitithia area for purposes of determining the reasonable compensation payable to the 3<sup>rd</sup> Defendant.



58. The payment will be due from the Plaintiff (Telkom Kenya Limited) and not the Commissioner of Lands. My decision is prompted from the fact that the documents presented does show the manner in which they took over the land did not fully comply with the provisions of section 6 (1) of the Land Acquisition Act (repealed). Once the Plaintiff made a request to the Commissioner to acquire land on its behalf, an “inquiry as to compensation” ought to have been undertaken and a written award issued. The Plaintiff did not produce any evidence by the Commissioner of Lands that the Kshs 70000 was the written award.
59. In regard to prayer for general damages for loss of user, I award none because compensation is aimed at addressing such loss. Since both parties succeed in their claims, I direct that each of them shall bear their respective costs of the suit.
60. In conclusion, I make the following final orders:
- a. An order of permanent injunction is issued restraining the Defendants, their servants, workmen, licensees, agents or any other persons acting on their own behalf or on behalf of the defendants from howsoever trespassing, entering, encroaching, remaining in, selling, subdividing, taking over, dispossessing, alienating, reclaiming, fencing, cultivating, returning into and or harassing the Plaintiff or interfering with its peaceful entitlement and possession of Gitithia Township/1149.
  - b. An order for payment from the Plaintiff to the 3rd Defendant the equivalent current value of the two-acre portion of land also known as Land Title Number Gitithia Township/ 1149 (without developments) acquired by the Plaintiff once the value is ascertained as compensation for the land taken.
  - c. An order be and is hereby issued directed at the County Valuer from the Ministry of Lands Housing, Roads and Urban Development, Kiambu County Lands Registry to undertake the valuation exercise of ascertaining the value of the suit land (Township/1149 without developments) and file their report within 60 days of service of the order.
  - d. This order be served upon the said officer. Thereafter, the court will issue further appropriate orders once the report is filed on a date given at the time of delivery of this judgement.
  - e. Each Party to bear their respective costs.

**DATED, SIGNED AND DELIVERED AT NAIROBI THIS 4TH DAY OF JULY 2024**

**A. OMOLLO**

**JUDGE**

