



Atemba (Suing as a trustee and overseer Pastor of Embassy of Faith Worldwide Church) v Damani Drums Limited & another (Environment & Land Case E245 of 2021) [2024] KEELC 5915 (KLR) (16 September 2024) (Judgment)

Neutral citation: [2024] KEELC 5915 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE E245 OF 2021
JO MBOYA, J
SEPTEMBER 16, 2024**

BETWEEN

PASTOR JACK CALISTUS ATEMBA (SUING AS A TRUSTEE AND OVERSEER PASTOR OF EMBASSY OF FAITH WORLDWIDE CHURCH) PLAINTIFF

AND

DAMANI DRUMS LIMITED 1ST DEFENDANT

HEAN TEXTILE INDUSTRIES LIMITED 2ND DEFENDANT

JUDGMENT

Introduction and Background

1. The Plaintiffs approached this court vide Plaint dated the 6th July 2021 and wherein same [Plaintiffs] sought for the following reliefs;
 - i. An order of eviction of the Defendants from plot numbers 26 and 58 situate within land parcels LR Number Embakasi 9042/147 and 9042/148;
 - ii. An order of permanent injunction against the Defendants from accessing, trespassing, encroaching, alienating and/or interfering with plot numbers 26 and 58 situate in land parcels LR Number Embakasi 9042/147 and 9042/148;
 - iii. Any other orders this Honourable court deems fit and just to grant; d) Costs of this suit.
2. Though the Plaintiffs contended that the Plaint and summons to enter appearance were duly served upon the Defendants, the Defendant neither entered appearance nor filed a statement of defence. In this respect, the Plaintiffs thereafter moved the court to proceed on the basis of a formal proof.



3. Suffice it to point out that the matter proceeded on the basis of a formal proof culminating to the delivery of a judgment delivered on the 23rd September 2022. For good measure, the court proceeded to and entered judgment in favour of the Plaintiffs and whereupon it was declared that the suit properties, namely, LR No Embakasi 9042/147 and 148 respectively, belong to the Plaintiffs.
4. On the other hand, the court also ordered and directed that the Defendants herein do vacate and hand over vacant possession of the suit properties to and in favour of the Plaintiffs within 60 days of the delivery of the judgment.
5. Subsequently, the Defendants herein filed the application dated the 13th October 2023 and wherein same [Defendants] sought for inter-alia orders to set aside the default judgment and liberty to enter appearance and file defence, where apposite.
6. The application came up for hearing on the 14th November 2023 whereupon the parties entered into a consent. In particular, the default judgment was set aside and liberty was granted to the Defendants to enter appearance and file a statement of defence.
7. First forward, the Defendants herein proceeded to and filed a defence and counterclaim dated the 13th October 2023. At the foot of the counterclaim, the Defendants/Counter-claimers sought for the following reliefs;
 - i. A declaration that the property known as LR No Embakasi 9042/148 within the Nairobi County is wholly owned by the 1st Defendant and that it holds the true title to the property and that the Plaintiff titles and claims to the property are fraudulent, null and void and bereft of any authenticity or substance.
 - ii. A declaration that the property known as LR Number Embakasi 9042/147 within the Nairobi County is wholly owned by the 2nd Defendant and that it holds the true title to the property and that the Plaintiffs title and claims to the property are fraudulent, null and void and bereft of any authenticity or substance
 - iii. A permanent injunction restraining the Plaintiff and their servants' agents and/or assigns from trespassing onto and or interfering in any way with the suit properties and the Defendants right to quiet possession.
 - iv. General damages for trespass
 - v. Costs of the suit and of the counterclaim
8. Upon being served with the defence and counterclaim, the Plaintiffs herein duly filed a reply to defence and defence to counterclaim. Thereafter the pleadings closed and the suit was scheduled for pre-trial directions.
9. On the 7th February, the parties herein confirmed that same had filed and exchanged all the requisite pleadings, list and bundle of documents and witness statements. Furthermore, the parties intimated to the court that the matter was ready for hearing. In this regard, the court thereafter proceeded to and fixed the matter for hearing.

Evidence by the Parties':

a. Plaintiffs'case:

10. The instant suit was scheduled for hearing on the 16th July 2024. For good measure, the hearing date was fixed by consent of the advocates for the respective parties.



11. Nevertheless, on the 16th July 2024 neither the Plaintiffs nor their counsel attended court. In this regard, the court was constrained to and indeed placed the file aside up to and including 10:30 am, to see whether the Plaintiffs and their Counsel would attend Court.
12. Be that as it may, when the matter was called out again at 10:30 am, neither the Plaintiffs nor their counsel was present before the court. However, the Defendants through their representative was present and same intimated to the court that same [Defendants] did not admit any portion of the Plaintiffs claim.
13. Arising from the absence of the Plaintiffs, learned counsel for the Defendants implored the court to dismiss the Plaintiffs case for want of prosecution. In this regard, the court thereafter proceeded to and dismissed the Plaintiffs suit for want of prosecution in terms of the provisions of Order 17 Rule 4 of the [Civil Procedure Rules 2010](#).
14. On the other hand, the court directed that the counterclaim by and on behalf of the Defendants be heard. Suffice it to underscore that the counterclaim thereafter proceeded for hearing.

b. Defendants' case:

15. The Defendants' case is premised on the evidence of one witness, namely, Bharatkumar Raojibhai Patel. Same testified as DW1.
16. It was the testimony of the witness that same [DW1] is a director of both the 1st and 2nd Defendants. Furthermore, the witness averred that the 1st and 2nd Defendants are involved in horticultural farming and related businesses.
17. At any rate, the witness averred that by virtue of being a director of the Defendants, same [witness] is therefore conversant with the facts of the matter. Besides, the witness also intimated that same has since recorded a witness statement dated the 13th October 2023 and which statement the witness sought to adopt as his evidence in chief.
18. Suffice it to point out that the witness statement dated the 13th October 2023 was thereafter adopted and constituted as the evidence in chief of the witness.
19. On the other hand, the witness adverted to the list and bundle of documents dated the 13th October 2023 and thereafter implored the court to adopt and admit same [documents] as exhibits on behalf of the Defendants. In this regard, the documents at the foot of the list dated the 13th October 2023 were thereafter adopted and admitted as exhibits D1 to D14, respectively.
20. On the other hand, it was the testimony of the witness that the Defendants herein have also filed a statement of defence and counterclaim dated the 13th October 2023. Furthermore, the witness added that the counterclaim has also been accompanied by a verifying affidavit sworn on even date.
21. Based on the foregoing, the witness contended that the suit properties lawfully belong to and are registered in the names of the Defendants. In particular, the witness averred that LR No Embakasi 9042/147 and 148, belong to and are registered in the names of the Defendants herein.
22. Furthermore, the witness averred that the Defendants acquired the suit properties in the year 1986 and thereafter the suit properties were charged to and in favour of Trust Bank Ltd.
23. It was the further testimony of the witness that the Defendants duly repaid the banking facility offered by Trust Bank Ltd culminating into the discharge of the securities. For good measure, the witness highlighted that the suit properties were discharged on the 24th February 1989.



24. Notwithstanding the foregoing, the witness averred that the Plaintiffs herein have since trespassed onto the suit properties belonging to the Defendants, albeit without any colour of right or at all. In this regard, the witness implored the court to grant the relief[s] sought at the foot of the counterclaim.
25. With the foregoing testimony, the Defendant's case was duly closed.

Parties' submissions:

26. At the close of the defence case, learned counsel for the Defendants sought for and obtained liberty to file written submissions. For good measure, learned counsel thereafter filed written submissions dated the 23rd July 2024.
27. On the other hand, the Plaintiffs herein did not file any written submissions. In this regard, the only set of written submissions on record are the ones filed by and on behalf of the Defendants.
28. In addition, it suffices to underscore that the Defendants have adopted and reiterated the evidence on record and thereafter invited the court to find and hold that by virtue of being the registered proprietors of the suit properties, same [Defendants] are entitled to exclusive occupation and use. In this regard, the Defendants have invited the court to issue orders of declaration and permanent injunction touching on the suit properties.
29. On the other hand, learned counsel for the Defendants has also invited the court to find and hold that by virtue of the trespass by the Plaintiffs, the Defendants were denied and deprived of the opportunity to use the suit property. In this regard, the court has been invited to grant the sum of Kshs 10 Million on account of general damages for trespass.
30. In support of the submissions that the Defendants are entitled to general damages in the sum of Kshs 10 Million only, learned counsel for the Defendants has cited and referenced various decisions inter-alia *Rboda S Kiilu v Jiangxi Water and Hydropower Construction Kenya Limited* [2019] eKLR and *George Joseph Kang'ethe & another v Kenya Power and Lighting Company Limited* [2020] eKLR, respectively.

Issues for Determination:

31. Having reviewed the statement of defence and counterclaim as well as the evidence tendered on behalf of the Defendants and upon consideration of the written submissions filed, the following issues do crystalize [emerge] and are thus worthy of determination;
 - i. Whether the Defendants are the registered owners/proprietors of the suit properties or otherwise.
 - ii. Whether the Defendants are entitled to the reliefs sought or otherwise.

Analysis and Determination

Issue Number 1

Whether the Defendants are the registered owners/proprietors of the suit properties or otherwise.

32. The Defendants herein called one witness, namely Bharatkumar Raojibhai Patel, who testified as DW1.
33. It was the testimony of the witness [DW1] that the suit properties were acquired by the Defendants on the 24th September 1986 and 1st September 1986, respectively. Furthermore, the witness ventured forward and produced before the court copies of the certificate of title in respect of the suit properties.



For good measure, the title for LR No 9042/148 was produced as exhibit D1 whereas the title for LR No 9042/147 was produced as exhibit D8.

34. On the other hand, the witness also tendered and produced before the court copies of the land rates payments receipts in respect of the two properties. Instructively, the copies of the land rates payments receipts were tendered and produced as exhibits D3, D4, D10 and D11, respectively.
35. In addition, the witness also tendered before the court receipts relating to the payments of land rents. For good measure, the receipts in respect of land rent were tendered and produced as exhibits D7 and D14 respectively.
36. Suffice it to point out that the evidence by the witness [DW1] together with the documentary exhibits, which were tendered before the court were neither challenged nor controverted. In this regard, the evidence on behalf of the Defendants remains unshaken and thus believable.
37. Flowing from the evidence tendered by and on behalf of the Defendants, there is no doubt that the Defendants are the lawful and registered proprietors of the suit properties before the court. Instructively, the Defendants were duly issued with the requisite certificate[s] of title, which confirm and vindicate the Defendants ownership rights thereto.
38. To my mind, the issuance of the certificate of title to and in favour of the Defendants and which certificates have not been challenged, underscore the legitimacy of the Defendants claim to and in respect of the suit property.
39. To this end, it suffices to cite and reference the provisions of Section 24 and 25 of the [Land Registration Act, 2012](#).
40. Same are reproduced as hereunder;

24. Subject to this Act—

- a. the registration of a person as the proprietor of land shall vest in that person the absolute ownership of that land together with all rights and privileges belonging or appurtenant thereto; and
- (b) the registration of a person as the proprietor of a lease shall vest in that person the leasehold interest described in the lease, together with all implied and expressed rights and privileges belonging or appurtenant thereto and subject to all implied or expressed agreements, liabilities or incidents of the lease. Rights of a proprietor.

25.

- (1) The rights of a proprietor, whether acquired on first registration or subsequently for valuable consideration or by an order of court, shall not be liable to be defeated except as provided in this Act, and shall be held by the proprietor, together with all privileges and appurtenances belonging thereto, free from all other interests and claims whatsoever, but subject—
 - (a) to the leases, charges and other encumbrances and to the conditions and restrictions, if any, shown in the register; and
 - (b) to such liabilities, rights and interests as affect the same and are declared by section 28 not to require noting on the register, unless the contrary is expressed in the register.



41. In addition, the significance of a certificate of title to land, whose validity has not been impugned, was also highlighted by the Court of Appeal in the case of *Dr. Joseph N.K. Arap Ng'ok v Moiyo Ole Keiwua & 4 others* [1997] eKLR.

42. For coherence, the court state held thus;

Section 23(1) of the Act gives an absolute and indefeasible title to the owner of the property. The title of such an owner can only be subject to challenge on grounds of fraud or misrepresentation to which the owner is proved to be a party. Such is the sanctity of title bestowed upon the title holder under the Act. It is our law and law takes precedence over all other alleged equitable rights of title. In fact the Act is meant to give such sanctity of title, otherwise the whole process of registration of titles and the entire system in relation to ownership of property in Kenya would be placed in jeopardy.

43. On the other hand, it is also imperative to cite and reference the holding in the case of *Mobansons (Kenya) Limited v Registrar of Titles & 2 others* [2017] eKLR.

44. For coherence, the court stated and held as hereunder:

(17) The petitioner as a registered proprietor of the suit property has established a strong prima facie case for the grant of the reliefs for the protection of his property rights sought in the petition. I do not agree that the petition is about ownership of the suit property which should be determined by a civil suit rather than by petition for protection of property rights. Having perused petition, I do not accept that the petitioner has violated the rule of specificity of pleading constitutional claims as propounded by *Anerita Karimi Nejru v A.G No 1* (1979) KLR 154. The petitioner as registered proprietor asserts his constitutional right to protection of property under Article 40 of the *Constitution*.

If he 2nd Respondent contends that the title of the petition is vitiated by fraud, misrepresentation or the certificate of title is illegal, unprocedural or obtained through a corrupt scheme, it is for the said respondent to move the appropriate Court by suitable proceedings in that behalf for such determination. In the absence and prior to any such determination, the petitioner is entitled to protection of his undoubted property rights.

(18) As held by the Court of Appeal for East Africa held in *Moya Drift Farm Ltd. v Theuri* (1973) EA 114 a registered proprietor of land is the absolute and indefeasible owner of land and is entitled to take proceedings for trespass and eviction of a trespasser even if he did not have possession of the property. Spry, V-P at 116, considered the effect of section 23 of the Registration of Titles Act and held –

“I cannot see how a person could possibly be described as “the absolute and indefeasible owner” of land if he could not cause a trespasser to be evicted.

The Act gives a registered proprietor his title on registration and, unless there is any other person lawfully in possession, such as a tenant, I think that title carries with it legal possession: there is nothing in the Act to say or even suggest that his title is imperfect until he has physical possession.”

Sir William Duffus, P. *ibid* at p.117 agreed with Spry, JA as follows:

“In any even I agree with the Vice-President that the fact that the appellant was the registered proprietor as owner in fee simple under the Registration of Titles Act,



and as such vested with the absolute and indefeasible ownership of the land, was sufficient to vest legal possession of the land in the appellant and that this possession would be sufficient to support the action of trespass against a trespasser wrongly on the land.”

45. Flowing from the ratio decidendi highlighted in the various decisions cited and coupled with the fact that the evidence on behalf of the Defendants has not been controverted, I come to the conclusion that the Defendants herein are the lawful and legitimate proprietors of the suit properties.

Issue Number 2

Whether the Defendants are entitled to the reliefs sought or otherwise.

46. Having found and held that the Defendants are the lawful and legitimate proprietors of the suit properties, the next question that does arise is whether the Defendants are thus entitled to the various reliefs that have been highlighted at the foot of the counterclaim.
47. To start with, the issuance of a certificate of title/lease, where appropriate, confers upon the holder of the certificate of title/lease, exclusive rights and/or interests in respect of the designated property. In this regard, the holder of a certificate of title is obliged to hold occupation and possession of the designated property, to the exclusion of all and sundry. [See the decisions of the Court of Appeal in the case of *Embakasi Properties Limited v Commissioner of Lands and others* [2019] eKLR and *Elizabeth Wambui Githinji and 29 others v Kenya Urban Roads Authority* [2019] eKLR]
48. Furthermore, where the rights and interests of a title holder are interfered with by a third party, without any colour of right, the title holder is at liberty to approach the court for appropriate remedy/relief.
49. In respect of the instant matter, the Defendants have approached the court and sought for a plethora of reliefs. Firstly, the Defendants have sought for declaration that same [Defendants] are the lawful proprietors of the suit property.
50. The court whilst dealing with issue number one has since found and held that indeed the Defendants are the lawful and legitimate proprietors of the suit properties. In this respect, it suffices to underscore that the Defendants are thus entitled to the declarations in the manner sought at the foot of the counterclaim.
51. On the other hand, the Defendants herein have also sought for an order of permanent injunction to bar and/or prohibit the Plaintiffs from trespassing into, entering upon, interfering with the Defendants rights to and in respect of the suit property. Yet again, it is not lost on this court that one of the fundamental ingredients underpinning ownership, is the right of occupation and possession.
52. In the premises, where the rights of a title holder are violated and/or threatened with violation by a third party, then the title holder is obligated to procure and obtain an order of permanent injunction. For good measure, the import and tenor of an order of permanent injunction is to protect the rights and interests of title owner from breach and violation by third Parties.. [See the holding in the case of *Sheriff Molana Habib v Kenya Power and Lighting Company Limited* [2018] eKLR]
53. In addition, the Defendants herein have also implored the court to grant unto same [Defendants] general damages for trespass. In this regard, the Defendants have contended that despite being the lawful and legitimate owner of the suit properties, the Plaintiffs herein have interfered with their rights to peaceful occupation and use of the suit property.



54. Furthermore, the Defendants also contended that the Plaintiffs herein attempted to procure and obtain fraudulent certificate of title over and in respect of the suit properties. However, the Defendants reiterated that the only lawful certificate of title to the suit properties are the ones held by same [Defendants]
55. Arising from the trespass and or offensive activities by the Plaintiffs, the Defendants have sought for an award of Kshs 10 Million only on account for general damages for trespass.
56. Despite the prayer by the Defendants to be awarded the sum of Kshs 10 Million on account of general damages, I wish to highlight that the trespass beforehand appear to have arisen on or about the year 2021 and hence the activities complained of have not lasted for long.
57. Furthermore, though the Defendants tendered and produced before the court copies of the approval for construction, no evidence was tendered to demonstrate that the offensive activities by the Plaintiffs have incapacitated the Defendants from proceeding with the intended development.
58. Notwithstanding the foregoing, there is no gainsaying that by virtue of being the lawful and registered proprietors of the suit properties, the Defendants rights to the suit properties have been interfered with. In this regard, the Defendants are truly entitled to vindicatory compensation, whose effect is to vindicate the Defendants' proprietary rights.
59. In the circumstance, this court is inclined to award the sum of Kshs 5 Million only to each Defendant, for the trespass over and in respect of the suit properties. For coherence, the 1st Defendant is awarded the sum of Kshs 5 Million for the trespass pertaining to LR No 9042/148; whereas the 2nd Defendant is awarded the sum of Kshs 5 Million only as concerns the trespass over and in respect of LR No 9042/147.
60. Before departing from the question concerning the quantum of damages, I wish to point out and underscore that the award in respect of general damages has been influenced by the decision in the case of *Kenya Power & Lighting Company Ltd v Ringera & 2 others* (Civil Appeal E247 & E248 of 2020 (Consolidated)) [2022] KECA 104 (KLR) (4 February 2022) (Judgment), where the court stated as hereunder;
38. The principles both parties have relied upon in their invitation for the Court to decide either way are those enunciated by the predecessor of this Court and either crystallized or restated by this Court which we find prudent to distill and replicate as hereunder:
- i) *Harlsburys Laws of England* 4th Edition Vol. 45 at para 26 pg 1503, namely, the owner of the land is entitled to nominal damages where there is no actual damage occasioned to the owner by the trespass, such amounts as will compensate the owner for loss of use resulting from the damage caused by the trespass, reasonable damages are payable where the trespasser has made use of the owner's land, exemplary damages are payable where the trespassers conduct towards the owner is not only oppressive but also cynical and carried out in deliberate disregard of the right of the owner of the land with the object of making a gain by his/her unlawful conduct, general damages may be increased where the trespass is accompanied by aggravating circumstances to the detriment of the owner of the land.
 - ii) *Duncan Nderitu Ndegwa v Kenya Pipeline Company limited & another* [2013] eKLR - damages payable for trespass are the amount of diminution in value or the loss of reinstatement of the land with the overriding principle being to put the claimant in the position he was in prior to the infliction of harm.



- iii) *Philip Ayaya Aluchio v Crispinus Ngayo* [2014] eKLR, - the measure of damages for trespass is the difference in the value of the plaintiffs' property immediately before and immediately after the trespass or the cost of restoration whichever is less.
- iv) *Ephantus Mwangi & another v Duncan Mwangi* [1981 – 1988] I KAR 278, - an appellate court is not bound to accept and act on the trial court's findings of fact if it appears clearly that the trial court failed to take account of particular circumstances or probabilities material to an estimate of evidence.
 - b) a Court of Appeal will not normally interfere with a finding of fact by the trial court, unless it is based on no evidence or on a misapprehension of the evidence or the Judge is shown demonstrably to have acted on wrong principles in reaching the findings he did.
- v) *Kiambu Dairy, Farmers Co-operative Society Limited v Rhoda Njeri & 30 others* [2018] eKLR, - the extend of an award of compensatory damages lies in the discretion of the trial court and interference therewith on appeal must be approached with a measure of circumspection and well settled principles.
- vi) *Kemfro Africa Limited v Lubia & another [No 2]* [1987] KLR 30 as approved in *Peter M. Kariuki v Attorney General* [2014] eKLR, - before interference with the quantum of damages awarded by a trial court the appellate court must be satisfied that either the judge in assessing the damages took into account an irrelevant factor, or left out of account a relevant one or short of the above, the award is so inordinately low or so inordinately high that it must be a wholly erroneous estimate of the damages payable.
- vii) *Johnson Evans Gicheru v Andrew Martin & another* [2005] eKLR, - this Court on appeal will be disinclined to disturb the finding of the trial Judge as to the amount of damages awarded by the trial court merely because if it had tried the case itself in the first instance, it would have awarded either a higher or lesser sum(b) justification for reversing a trial Judge on an award of damages only applies where the court is convinced either that the Judge acted upon some wrong principle of law or that the amount awarded was so extremely high or so very low as to make it an entirely erroneous estimate of the damage to which the aggrieved party is entitled.
- viii) *Sumaria & another v Allied Industries Limited* [2007] 2 KLR I, - an appellate court should be slow in moving to interfere with a finding of fact by a trial court unless it was based on no evidence or based on a misapprehension of the evidence or that the Judge had been seen demonstrably to have acted on a wrong principle in reaching the finding he/she did.
- ix) *Butt v Khan* [1981] KLR 349, - an appellate court will not disturb an award of damages unless it is so inordinately high or low as to represent an entirely erroneous estimate
- x) it must be shown that the Judge proceeded on wrong principles, or that he misapprehended the evidence in some material respect, and so arrived at a figure which was either inordinately high or low.
- vii) *Total (Kenya) Limited formerly Caltex Oil (Kenya) Limited v Janevans Limited* [2015] eKLR, - whether the claim is in contract or tort, the only damages to which an aggrieved party is entitled to is the pecuniary loss;



- (b) the accruing awardable damages is aimed at putting the aggrieved party into as good a position as if there had been no such breach or interference. In other words, in the position it/he/she was in with regard to the object trespassed upon before the onset of such a trespass;
- (c) it is meant to cushion the aggrieved party against the expenses caused as a result of the trespass and loss of benefit over the period of the duration of the trespass.

Final Disposition:

- 61. It is evident and apparent that the testimony of DW1 was neither challenged nor controverted. Furthermore, the authenticity of the certificate of titles was never disputed.
- 62. Arising from the foregoing, the court is duly persuaded that the Defendants have placed before the court plausible and cogent evidence as pertains to the counterclaim. In short, I find and hold that the counterclaim by the Defendants is meritorious.
- 63. In the premises, judgment be and is hereby entered in favour of the Defendants and on account of the counterclaim as hereunder;
 - i. A declaration be and is hereby issued that the property known as LR No Embakasi 9042/148 within the Nairobi County is wholly owned by the 1st Defendant and that it holds the true title to the property and that the Plaintiff titles and claims to the property are fraudulent, null and void and bereft of any authenticity or substance.
 - ii. A declaration be and is hereby issued that the property known as LR Number Embakasi 9042/147 within the Nairobi County is wholly owned by the 2nd Defendant and that it holds the true title to the property and that the Plaintiff's title and claims to the property are fraudulent, null and void and bereft of any authenticity or substance
 - iii. A permanent injunction be and is hereby issued restraining the Plaintiff and their servants' agents and/or assigns from trespassing onto and or interfering in any way with the suit properties and the Defendants right to quiet possession.
 - iv. The sum of Kshs 5, 000, 000/= only is awarded to and in favour of the 1st Defendant on account of trespass in respect of LR No 9042/148.
 - v. The sum of Kshs 5, 000, 000/= only is awarded to and in favour of the 2nd Defendant on account of trespass in respect of LR No 9042/147.
 - vi. The award in terms of clause [iv] and [v] shall attract interests [at 14% pa] until payment in full.
 - vii. Costs of the counterclaim be and are hereby awarded to the Defendants.
- 64. It is so ordered.

DATED, SIGNED AND DELIVERED ON THE 16TH DAY OF SEPTEMBER 2024

OGUTTU MBOYA

JUDGE.

In the presence of:

Benson – Court Assistant

Mr. Jashon Ondabo for the Defendants.



N/A for the Plaintiffs.

