



**Republic v National Land Commission & 5 others; Nyamu (Applicant)
 (Environment and Land Case Judicial Review Application E019 of 2021)
 [2024] KEELC 6912 (KLR) (16 October 2024) (Judgment)**

Neutral citation: [2024] KEELC 6912 (KLR)

**REPUBLIC OF KENYA
 IN THE ENVIRONMENT AND LAND COURT AT MACHAKOS
 ENVIRONMENT AND LAND CASE JUDICIAL REVIEW APPLICATION E019 OF 2021**

A NYUKURI, J

OCTOBER 16, 2024

**IN THE MATTER OF: AN APPLICATION BY NELSON MUTHAMA NYAMU FOR
 JUDICIAL REVIEW ORDERS IN THE NATURE OF MANDAMUS AND PROHIBITION**

AND

**IN THE MATTER OF THE LAND REGISTRATION ACT 2012, NATIONAL
 LAND COMMISSION ACT, 2011, LAND ACT, 2012 LAWS OF KENYA
 AND ARTICLES 40, 64, 67 & 165 OF THE CONSTITUTION OF KENYA**

AND

IN THE MATTER OF MACHAKOS TOWN/BLOCK 1/41 (PLOT NO. 909/534)

AND

**IN THE MATTER OF ORDER 53 CIVIL PROCEDURE RULES
 2010 AND ALL OTHER ENABLING PROVISIONS OF THE LAW**

BETWEEN

REPUBLIC APPLICANT

AND

NATIONAL LAND COMMISSION 1ST RESPONDENT

COUNTY EXECUTIVE COMMITTEE, LANDS, MACHAKOS

COUNTY 2ND RESPONDENT

MACHAKOS COUNTY GOVERNMENT 3RD RESPONDENT

THE MINISTRY OF LANDS 4TH RESPONDENT

THE CHIEF LAND REGISTRAR 5TH RESPONDENT

THE HONOURABLE ATTORNEY GENERAL 6TH RESPONDENT



AND

NELSON MUTHAMA NYAMU APPLICANT

JUDGMENT

Introduction

1. Pursuant to leave of court granted on November 24, 2022 to the ex parte applicant (hereinafter referred to as the applicant) to seek judicial review orders of Mandamus and prohibition, the applicant filed a substantive motion dated December 15, 2022 seeking the following orders;
 - a. That an order of mandamus do issue directed to the 2nd respondent herein to issue PPA 2 form and a letter of no objection to the ex parte applicant herein over the parcel of land known as Machakos Town/block 1/41 measuring approximately 0.4338 Ha to enable him renew and/or extend the lease and in the alternative to compel the 1st respondent, 4th respondent and the 5th respondent to renew and/or extend the lease with or without the letter of no objection and PPA 2 form from the 2nd respondent.
 - b. That an order of prohibition do issue directed to the respondent herein and all parties claiming under them or any other person from allocating the property to any other person or in any other manner developing the said property and/ or interfering with the ex parte applicant's quiet and peaceful possession, use and ownership of the said parcel of land known as Machakos Town/Block 1/41 measuring approximately 0.4338 Ha.
 - c. Costs of and incidental to this application be provided for.
 - d. Such further or other reliefs as the honourable court may deem just and expedient to grant.
2. The application is anchored on the statutory statement, as well as the verifying affidavit by the applicant; both dated 19th October, 2021. The applicant's case is that he is the direct beneficiary of all that parcel of land known as Machakos Town/Block 1/41 measuring approximately 0.4388 Ha, (hereinafter referred to as "the suit property") and that he is one of the administrators of the estate of Elijah Nyamu (deceased) who was the registered owner of the suit property vide letters of administration dated December 10, 2004.
3. That the suit property was a leasehold from the 3rd respondent, formerly County Council of Masaku and that one Elijah Nyamu (now deceased) renewed the terms of the lease for a period of 33 years with effect from January 1, 1968. That the deceased renewed the lease in 1981 for 33 years and that the term of the lease was set to expire on August 1, 2014. That upon expiry of the same, the applicant sought to renew the lease for a further term of 99 years.
4. The applicant further averred that there was no objection for the lease renewal by the 3rd and 4th respondents. That however, despite several demands by the applicant, the 1st and 2nd respondents have refused to exercise their mandate to enable the renewal and/or extension of the lease. That the applicant herein is worried that his property stands the risk of being diminished leading to substantial loss if the application is not allowed.
5. Further that in 2015, the applicant engaged Plan H.m Mwau Real Plan Consultants Ltd who conducted research for application for renewal for a lease of 99 years, development permission and change of user for the suit property and that from its analysis, it recommended renewal of the lease.



- According to the applicant, the 2nd and 3rd respondents acknowledged receipt of the applicant's application for extension of lease from 33 years to 99 years and sought comments from the District Land Officer, Machakos; District Physical Planning Officer, Machakos and the District Land Surveyor, Machakos. That the aforesaid three offices gave a no objection response vide their letters of 23rd May 2014 and 26th May 2014 respectively.
6. The applicant claimed that the 3rd respondent through its department of Decentralized Units, Urban Areas and Municipalities, in its letter dated 7th May 2015, approved the applicant's application for renewal/extension of lease, subject to payment of outstanding land rates and compliance with all legal requirements. He stated that the 2nd respondent gave verbal instructions to the land rates department not to invoice the applicant for the year 2020 and that on 14th September 2021, the applicant was able to pay all the dues and was issued with clearance certificate for the period up to 31st December 2021.
 7. The applicant stated that through his advocate's letter dated 6th October 2021, he sought to be issued with PPA2 form which is a mandatory document for renewal and extension of lease, but up to date the said form has not been supplied to the applicant. He stated that the suit property was at risk of being reallocated, subdivided or transferred to other persons. He maintained that the 2nd respondent's refusal to exercise his mandate under Article 67 of *the Constitution*, section 188 of the *Land Registration Act* and section 30 of the *National Land Commission Act* in declining to issue the applicant with form PPA2 to renew the lease was in bad faith, unreasonable and arbitrary, therefore, requiring an order of judicial review. According to the applicant, renewal or extension of lease is mandatory and not discretionary, hence the need to compel the 2nd respond to issue the same.
 8. The application was opposed. On behalf of the 2nd and 3rd respondents, Philip Mutua Kilonzo, the County Executive Committee Member in charge of Lands, Urban Development, Housing and Energy in Machakos County Government swore a replying affidavit dated 23rd February 2023. He stated that he was the current CEC Member in charge of the above department and adopted the affidavits sworn by Everline Kavuu Mutue, Patrick Wambua Manthi and Patrick Kingole Malombe on 26th November 2021 and 29th November 2021 respectively. He maintained that the application had been overtaken by events, time barred, incompetent and was an abuse of the court.
 9. Evelyne Kavuu Mutie filed a replying affidavit dated November 26, 2021 on behalf of the 2nd and 3rd respondents. She stated that she had been the County Executive Committee member (CEC member) of the 2nd respondent in charge of matters relating to land. She averred that in 2014, she was recruited by the County Government of Machakos as a Deputy Sub-County Administrator under the Department of Decentralized Units, Urban Areas and Municipalities and the mandate of that department was county administration, waste management and public participation. According to her, that department did not have mandate to deal with matters relating to land as that was within the mandate of the Department of Land, Energy, Environment and Natural Resources.
 10. She stated also that having seen the letter dated May 13, 2014, there was no position known as the town administrator, and therefore that the letter presented by the applicant is fraudulent and that her department had no legal powers to give a "no objection" on renewal of leases.
 11. She averred that there was an elaborate procedure for renewal of leases that had to be followed through express permission by the National Land Commission under the *Land Act* and Land (Extension and Renewal of Leases) Rules 2017 and as such the court cannot be invited to usurp the powers of other constitutional and statutory offices by directing them to act in a manner that violates the law.
 12. She stated that there is no entity by the name County Executive Committee Machakos County named as the 2nd respondent. She averred that the applicant is not the lessee of the suit property and cannot



purport to have filed the suit in his personal capacity and further, that a certificate of grant cannot grant proprietary rights in an expired lease; she further averred that it would appear that the applicant sought approvals from National Government for land belonging to County Government of Machakos which is unprocedural and this court lacks jurisdiction.

13. Her position was that before a lease is extended, the applicant must satisfy the requirements by demonstrating that the lessee complied with conditions of existing lease, paid all land rates and rents promptly, that the renewal is beneficial to the economy of the county and country, that the renewal is in public interest and that the application is made through the right procedure and in compliance with the law. Further, that once she decides to extend the lease, she communicates to the National Land Commission for implementation. She pointed out that the applicant had never made an application to the National Land Commission, which she should respond to.
14. According to her, an application for extension of lease must substantially be in form LA23, and that the applicant has not exhibited that form to prove he applied for extension of lease. It was her position that if the applicant was aggrieved, he ought to have first filed an appeal before the Independent Appeals Committee of the National Land Commission, and if still aggrieved with the committee's decision, he can then appeal to this court.
15. She contended that the doctrine of exhaustion ousted this court's jurisdiction.
16. The 2nd & 3rd respondents further filed two replying affidavits both dated November 29th, 2021, and sworn by Machakos county officials namely Patrick Wambua Manthi & Patrick Kingole Malombe. Mr Wambua averred that in September 2014 he was appointed as the Machakos Town Sub-County Administrator and that therefore during the period when the letter dated May 7, 2015 was said to have been written, he was in office. He denied authoring the said letter or authorizing another person to write the letter and insisted that at that time, there was no office called Town Manager reporting to him. He therefore maintained that the letter dated May 7, 2015, was a forgery as at no particular time were land matters in Machakos placed under the department of Decentralized Units, Urban Areas and Municipalities.
17. He reiterated that the mandate to extend the lease lay in the County Executive Committee Member for Land, Energy, Environment and Natural Resources and that at the time the letter dated May 7, 2015, was written, he was not serving under the department of lands and therefore had no mandate to issue such a letter.
18. Mr. King'ole averred that he was the Chief Administrative Officer, department of Agriculture in Machakos County. He stated that in May 2014, he was the substantive Machakos Town Sub-County Administrator and in September he was transferred to the department of Agriculture upon handing over the office to Mr. Patrick Wambua Manthi. He also denied authoring or authorizing anyone to author the letter dated May 13, 2014. He stated that at that time, there was no office known as the Town Administrator and he denied having been a Town Administrator for Machakos town. He insisted that the signature on the letter was not his and that the same was a forgery. His position was that documents relied upon by the applicant were the applicant's creation.
19. The application was canvassed by way of written submissions. On record are the submissions of the applicant dated 14th March 2023; the 2nd and 3rd respondents' submissions dated 24th April 2023 and the 4th, 5th and 6th respondents' submissions dated 10th July 2023.



Applicant's submissions

20. Counsel for the applicant relied on provisions of Order 53 Rule 1 of the Civil Procedure Rules and the case of *James Opiyo Wandayi v Kenya National Assembly & 2 Others* [2016] eKLR and submitted that judicial review is important in curbing excesses of public officers. On whether the application meets the threshold for grant of orders of mandamus and prohibition, counsel relied on Article 50 of *the Constitution*, sections 4, 7 and 8 of the Fair Administrative Actions Act and the case of *Municipal Council of Mombasa v Republic & Umoja Consultants Ltd Civil Appeal No 185 of 2001* and submitted that judicial review is concerned with the decision-making process and not the merits of the decision. Counsel also argued that judicial review ensures that individuals receive fair treatment and that public bodies make fair decisions.
21. Regarding the prayer for Mandamus, the court was referred to the case of *Kenya National Examination Council v Republic ex parte Geoffrey Gathenji Njoroge & 9 Others* (1997) eKLR and counsel argued that Mandamus ensures an efficacious remedy. Further reference was made to the case of *Republic v The Industrial Court & William Muga Aketch Ex parte Rev. Joel Kandie Chebii & Another RR MISC CIVIL APPL NO. 327 of 2010* to buttress the above position.

The 2nd and 3rd Respondents' Submissions

22. It was submitted for the 2nd and 3rd respondents that the suit offends the exhaustion principle hence it was premature thus incompetent.
23. Counsel submitted that upon the 2013 elections, the Governor Machakos County constituted his first CEC on 15th April 2013, creating a portfolio for Land, Energy, Environment and Natural Resources as well as the portfolio for Decentralized Units, Urban Areas and Municipalities which were distinct with clear mandates with the mandate for land allocation, renewal of leases, physical planning and survey to the extent of devolution becoming the mandate of the department of Land, Energy, Environment and Natural Resources; while the mandate for Decentralized Units, Urban Areas and Municipalities was waste management and public participation but did not include matters of land.
24. Counsel also submitted that there was no such institution described as the 2nd respondent hence the same is non-existent. Counsel further contended that the application was incompetent, time barred and filed outside the leave granted by court. Counsel argued that leave was granted on 24th October 2022 and the application ought to have been filed by 14th November 2022 and hence the same having been filed on 16th December 2022 was filed out of time.
25. Counsel also submitted that there was an elaborate procedure for renewal of leases that must be followed by lessees of land vested in County Governments under section 13 (2) of the *Land Act* and the Land (Extension and Renewal of Leases) Rules 2017.
26. It was contended for the 2nd and 3rd respondents that a lessee is required to apply to the National Land Commission and copy the CEC member for Lands, expressing their intention to have the lease extended, in form LA 22. Counsel argued that the applicant had not annexed such an application to his application. Counsel contended that the CEC member for lands can only act on the application received from the National Land Commission, and therefore has no application to respond to.
27. On the issue of the doctrine of exhaustion, counsel submitted that the said doctrine ousts the jurisdiction of the court from determining disputes reserved for other bodies. It was argued for the above respondents that the issues raised by the applicant are about change of user and extension of lease. According to counsel, those issues ought to have been filed at the Independent Appeals Committee



and the County Physical and Land Use Planning Liaison Committee. Reliance was placed on Rule 7 of the Land (Extension and Renewal of Lease) Rules 2017.

28. Further, counsel submitted that as regards change of user, the applicant ought to have filed an appeal to the County Physical and Land Use Planning Liaison Committee established via gazette notice dated November 27th, 2020, before moving to court. Counsel also argued that by dint of Section 61 as read with Section 58 of the Physical and Land Use Planning Act this court is an appellate court whose decision is final. In that regard, counsel contended therefore that this court lacks original jurisdiction to hear and determine this matter. In that respect, reliance was placed on the case of *Erick Sunde & Another v City Council of Nairobi & 3 Others* [2016] eKLR for the proposition that where an applicant is challenging the validity of development approval, they must first file their grievance before the Liaison Committee.
29. In addition, counsel relied on section 9 (2) of the Fair Administrative Actions Act to argue that the court is prohibited from entertaining these proceedings until the applicant has exhausted the other established mechanisms. Counsel also contended that the lessee did not take possession or carry out developments on the suit property although those were some of the conditions that the lessee was expected to comply with. Counsel argued that, that was the reason the applicant was unwilling to follow the right procedure in seeking renewal of the lease. Reliance was placed on the case of *Diana Kethi Kilonzo & Another v Independent Electoral & Boundaries Commission & 10 Others* [2013] eKLR.

The 4th, 5th and 6th Respondents' submissions

30. Counsel for the 4th, 5th and 6th respondents submitted that since the suit property was vacant and undeveloped as per the report of the County Coordinator Machakos County of the National Land Commission dated 29th March 2017, there exists no right of renewal of the lease. Reliance was placed on the case of *Serah Meru Muhu v Commissioner of Lands & 2 Others* [2014] eKLR for the proposition that an application for renewal for undeveloped leasehold property for speculative reasons could not succeed.
31. Counsel submitted that the lease was from 1968 for 33 years and an extension made in 1981 hence the applicant failed to comply with the provisions of Rule 2 (4) of the Land (Extension and Renewal of Leases) Rules 2017 which requires the applicant to submit clearance certificate. The court was referred to the cases of *Nairobi City Council v Chhagal Lala Divali w/o Chagan Lala & 2 others* (2013) eKLR and *Suleiman Murunga v Nilestar Holdings Ltd & Another*, [2014] eKLR for the proposition that the court cannot compel extension of the lease and that where a lease expires, the Government was entitled to allocate the property to any other person.
32. On whether the application for renewal was processed in accordance with the law, counsel submitted that the 4th, 5th and 6th respondents complied with Article 47 of the Constitution and urged the court to find that the application has no merit and to dismiss it.

Analysis and determination

33. The court has carefully considered the application, statutory statement and verifying affidavit, replying affidavits and submissions. The issue that arise for determination is whether the applicant has met the threshold for grant of orders sought of mandamus and prohibition.
34. Order 53 rule 3 (1) of the Civil Procedure Rules grants this court the power to grant judicial review orders and provides as follows;



When leave has been granted to apply for an order of Mandamus, prohibition and certiorari, the application shall be made within twenty-one days by notice of motion to the High Court, and there shall unless the Judge granting leave has otherwise directed, be at least eight clear days between the service of the notice of motion and the day named therein for hearing.

35. Therefore, this court has jurisdiction to grant orders of judicial review which include certiorari, prohibition and Mandamus. Judicial review remedies sought under Order 53 of the Civil Procedure Rules are concerned with the decision-making process and not the merits of the case, like the case where the same orders are sought in Constitutional petitions. (See the case of *Dande & 3 Others v Inspector General National Police Service & 5 Others* (Petition 6 (E007), 4(E005) & 8 (E010) of 2022 (Consolidated) [2023] KESC 40 KLR (16 June 2023) (Judgment).

36. The Black's law Dictionary defines Mandamus as follows;

A writ issued by the court to compel performance of a particular act by a lower court or a government officer or body usually to correct a prior action or failure to act.

37. Therefore, the judicial review remedy of Mandamus is available where a public officer has failed to perform an act which is their public duty to the detriment of a party whose legal right will be violated by the nonperformance of such public duty. The remedy of Mandamus ensures that an applicant gets an efficacious remedy, by compelling a public officer to perform his or her public duty.

38. In the case of *Republic v Kenya National Examinations Council ex Parte Gathenji & Others* [1997] the Court of Appeal explained the order of mandamus as follows;

The next issue we must deal with is this: What is the scope and efficacy of an order of mandamus? Once again, we turn to Halsbury's Law Of England, 4th Edition Volume 1 at page 111 From Paragraph 89. That learned treatise says:-

“The order of mandamus is of a most extensive remedial nature, and is, in form, a command issuing from the High Court of Justice, directed to any person, corporation or inferior tribunal, requiring him or them to do some particular thing therein specified which appertains to his or their office and is in the nature of a public duty. Its purpose is to remedy the defects of justice and accordingly it will issue, to the end that justice may be done, in all cases where there is a specific legal right and no specific legal remedy for enforcing that right; and it may issue in cases where, although there is an alternative legal remedy, yet that mode of redress is less convenient, beneficial and effectual.”

At paragraph 90 headed “the mandate” it is stated:

“The order must command no more than the party against whom the application is made is legally bound to perform. Where a general duty is imposed, a mandamus cannot require it to be done at once. Where a statute, which imposes a duty leaves discretion as to the mode of performing the duty in the hands of the party on whom the obligation is laid, a mandamus cannot command the duty in question to be carried out in a specific way.”

What do these principles mean? They mean that an order of mandamus will compel the performance of a public duty which is imposed on a person or body of persons by a statute and where that person or body of persons has failed to perform the duty to the detriment of a party who has a legal right to expect the duty to be performed....”



39. In the instant application, the applicant states that he applied for extension of lease and that the 2nd respondent failed to issue PPA2 forms to the 1st respondent, despite the other respondents' no objection stance. He argues that the respondents have acted unreasonably, irrationally and in bad faith. The respondents raised several arguments among them that the applicant failed to comply with the process of extension and or renewal of leases as set out in the Land (Extension and Renewal of Leases) Rules 2017. They also faulted the jurisdiction of this court to hear and determine the application herein based on the doctrine of exhaustion, arguing that Rule 7 of the Land (Extension and Renewal of Leases) Rules 2017 provides that a lessee aggrieved with the decision not to renew or extend a lease, ought to appeal to the National Land Commission, and that the latter shall establish an ad hoc Independent Appeals Committee to determine the matter.
40. I must however at this stage point out that the questions regarding applicability of the Land (Extension and Renewal of Leases) Rules 2017 and the doctrine of exhaustion of local remedies were raised at the point of grant of leave to apply for the orders sought herein. In its decision granting leave, this court exhaustively and with finality pronounced itself on the two issues, holding that the above rules were inapplicable having not been in operation in 2014 and further that this court has jurisdiction to hear and determine this matter. Therefore, this court will not revisit the above two arguments.
41. Regarding the respondents' contention that the application was filed out of time, the record shows that the ruling granting leave to seek for judicial review orders was delivered on 24th November 2022 and the applicant granted 21 days to file the substantive motion. The applicant having filed the same on 16th December 2022, in my view filed within time as the 21st day was a Sunday and therefore the same was extended to Monday the 16th December 2022.
42. The law governing extension of lease, in place in 2014 at the time of the alleged application for extension of lease by the applicant herein, was section 13 (1) and (1a) of *Land Act* No. 6 of 2012. The same provides as follows;
1. Before the expiry of the leasehold tenure, the commission shall-
 - a. Within five years, notify the lessee, by registered mail, of the date of expiry of the lease and inform the lessee of his or her pre-emptive right to allocation of the land upon application, provided that such lessee is a Kenyan citizen and that the land is not required by the national or county government for public purposes; and
 - b. If within one year the lessee shall not have responded to the notification, publish the notification in one newspaper of nationwide circulation.
 - (1a) where a lease is not granted after an application under subsection (1), the commission shall give the lessee the reasons for not granting the lease in writing.
43. Therefore, in considering renewal of lease, a previous lessee holds preemptive rights to allocation of the land as long as the lessee is a Kenyan citizen and the land is not required by either the national or county Government for public purposes. And where extension of lease is not granted, the previous lessee is entitled to be given reasons for denial of extension.
44. In this case, the applicant alleges that the 2nd respondent has failed to issue him with form PPA2 to complete the lease renewal process as the rest of the respondents have given no objection. On the other hand, the 2nd and 3rd respondents argued that the applicant has not made any application for renewal and that the suit property remains undeveloped contrary to the conditions of the lease.



45. Although the applicant pleaded that his 33-year lease with effect from 1968 was extended in 1981, no evidence to that effect was presented. It was the applicant's own evidence vide the letter dated 29th March 2017 from the County Coordinator of the National Land Commission, that the lease expired on 1st January 2001 and that the suit property was undeveloped. It is therefore clear that the lease herein expired on 1st January 2001, and for thirteen years the applicant had not sought to extend the lease, until he allegedly made the application in 2014.
46. Having considered the application herein, although the applicant states that the other respondents have no objection to his lease application, he has not annexed the application he made for renewal of lease and therefore this court cannot ascertain whether any such application for renewal was made by the applicant as alleged or at all. The officers of the 2nd respondent who swore the replying affidavits denied granting "no objection" response attributed to them and alleged that the same were forgeries as there was no office of Town Manager and that in any event, the department of Decentralized Units and Urban Areas and Municipalities was not mandated to deal with lease renewals as that was under the mandate of the County Executive Committee Member for Land, Energy, Environment and Natural Resources. The record shows that this evidence and denial from the respondents was not rebutted by the applicant and therefore this court is not satisfied that the latter has proved that besides the 2nd respondent, the rest of the respondents had consented to the renewal as alleged.
47. This court takes judicial notice of the fact that allocation of public land requires a lessee to develop it within a period of about two years. Besides, before renewal of lease is done, several matters must be considered including whether the applicant complied with the terms of the lease and whether they developed the land. From the record, it is clear that since 1968, up to now a period of 53 years, the applicant and his deceased father never developed the suit property. Allocation and renewal of leases of public land is made for the public good and for development purposes and not merely for the sake of enabling a lessee to own land or for speculative reasons. A person who has not developed public land allocated to them for 53 years, has no excuse whatsoever for failure to develop the same and cannot have their lease renewed as that will be a waste of public resources since there are other Kenyans who can develop such land which will result in benefit to the country's economy and the general public.
48. The applicant argued that he has a confirmed grant of letters of administration granting him the suit property and therefore that the suit property is his and the orders sought should be granted. I do not agree with that position as a grant or confirmed grant of letters of administration is not proof of ownership but shows distribution of alleged deceased person's property. If an administrator presents for distribution particulars of land whose ownership is disputed, (which question is not raised in the probate court) and the distribution thereof is done by the court, that does not in any manner whatsoever amount to proof of ownership thereof by administrators or beneficiaries. Where ownership is disputed like in this case, it is this court and not the probate court that determines such dispute.
49. Therefore, for the above reasons and in the premises, I find no basis or justification for granting orders of Mandamus.
50. As the prayer for prohibition was predicated on the prayer for Mandamus compelling the respondents to renew the lease which has been rejected, that prayer also fails.
51. The upshot is that I find no merit in the application dated December 15, 2022, which I dismiss with costs to the respondents.
52. Orders accordingly.



DATED, SIGNED AND DELIVERED AT MACHAKOS VIRTUALLY THIS 16TH DAY OF OCTOBER 2024 THROUGH MICROSOFT TEAMS VIDEO CONFERENCING PLATFORM

A. NYUKURI

JUDGE

In the presence of;

Ms. Muli for the exparte applicant

Ms. Muthoki holding brief for Mr. Martim for 2nd and 3rd respondents

Court assistant – Josephine

