



**Mwangi v Omar & another (Environment & Land Case 23 of 2021)
[2023] KEELC 943 (KLR) (9 February 2023) (Judgment)**

Neutral citation: [2023] KEELC 943 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NANYUKI
ENVIRONMENT & LAND CASE 23 OF 2021**

AK BOR, J

FEBRUARY 9, 2023

BETWEEN

JAMES MACHARIA MWANGI PLAINTIFF

AND

SALAT ALI OMAR 1ST DEFENDANT

COMMISSIONER FOR LANDS 2ND DEFENDANT

JUDGMENT

1. The Plaintiff claim is that he was allocated unsurveyed residential Plot 'F' Nanyuki which he leased to David Maina Wangui on February 3, 2000. He received a report on 25th and May 26, 2020 that there were strange happenings on his land and reported this to the Criminal Investigations Department (CID). While investigations were going on, the 1st Defendant trespassed on his land and started to erect structures. He learned that the 1st Defendant had obtained a certificate of lease over the suit land which he contended that it ought to be nullified because it was obtained using forged documents. In the plaint dated June 15, 2020, the Plaintiff gave particulars of fraud and illegality on the part of the 2nd Defendant in issuing the certificate of lease to the 1st Defendant.
2. The Plaintiff sought a declaration that the land known as Uns Residential Plot 'F' Nanyuki belongs to him and an order directing the 1st Defendant to vacate the suit land and remove the structures which he erected on the suit land. He also sought damages for trespass and mesne profits. Additionally, he sought a permanent injunction to restrain the 1st Defendant or his agents from dealing with his land known as Uns Residential Plot 'F' Nanyuki.
3. In the defence dated June 29, 2020, the 1st Defendant denied trespassing on the Plaintiff's land. He averred that he was the registered proprietor of the lease over Nanyuki Municipality Block XI/394 which was formerly known as Uns Residential Plot No 8 Nanyuki Municipality since 1992 and that he had extensively developed the land. The 1st Defendant averred that the reliefs which the Plaintiff



seeks were not available because the Plaintiff's land was distinct from his land. He urged the court to dismiss the Plaintiff's claim.

4. This suit was initially filed in Nyeri as ELC Case No 18 of 2020. It was transferred to Nanyuki on August 20, 2021 where it was heard by this court on June 21, 2022.
5. The Plaintiff gave evidence and stated that sometime in 1994, he made an application to the Commissioner of Lands for allocation of a plot and was allocated the plot known as Uns Residential Plot 'F' Nanyuki in 1996 and an allotment letter was issued to him. He stated that he paid the requisite fees and was issued receipts. He was asked to engage a surveyor to pick the ground shown and the surveyor showed him the location of the plot. He engaged JRR Aganyo & Associates to survey the plot.
6. He averred that he leased the land to David Maina Wangui in 2000 and that there was no dispute over the land. The Municipal Council of Nanyuki issued an enforcement notice to David Maina Wangui on March 20, 2013. David Maina Maina was charged in Nanyuki Chief Magistrate Court Case No 740 of 2013 which was concluded in 2017 and David was acquitted. He learnt on May 25, 2020 that something strange was going on in his plot. He reported the incident to the CID. While the matter was under investigation, the 1st Defendant commenced development of the suit plot.
7. He produced a copy of the letter dated March 19, 2013 written by the Municipal Council of Nanyuki to the Commissioner of Lands seeking to verify the validity of the site and allocation of Plot no F Nanyuki Municipality vide the letter of allotment of July 26, 1996 in their records, to facilitate processing of any development proposal.
8. He also produced a copy of the Development Site Inspection Form for Plot no F approved on behalf of the Commissioner of Lands and the Director of Physical Planning dated March 22, 2013. It confirmed that there was a file in the Commissioner of Lands' office while stating that the letter of allotment could be verified because the signatory was still in office. The court notes that the part filled by the District Physical Planning Officer on behalf of the Director of Physical Planning stated that the allocation was based on an approved pdp which was prepared in the department and that the plot was fenced.
9. The Plaintiff also produced a copy of the judgment in Nanyuki Chief Magistrate Court Criminal Case No 740 of 2014 vide which Maina Wangui was acquitted of the offence of forcible detainer contrary to Section 90 of the Penal Code and causing disturbance in a manner likely to cause a breach contrary to Section 95 of the Penal Code.
10. On cross-examination, he stated that his plot number was different from the 1st Defendant's but that they were both claiming the same plot. He did not have the letter of allotment or the report prepared by Aganyo Surveyors in court but maintained that those documents exist. He stated that the trial magistrate visited the site while handling the criminal case relating to trespass against David Maina Wangui who is his neighbour. Since the plot falls within the municipality, he sought the assistance of the National Land Commission (NLC).
11. He stated that he was not shown the land on the ground when it was allocated to him, rather the planning department of the Ministry of Lands asked him to engage the surveyor. He instructed JRR Aganyo Consulting Surveyors who visited the ground, placed the beacons and prepared the computations which were forwarded to the Director of Surveys of Kenya. He maintained that he had been on the land since it was given to him and that he gave the land to his neighbour in 2000.
12. David Maina Wangui gave evidence and confirmed that he knew the Plaintiff who was the owner of Plot No F He confirmed that the Plaintiff leased the land to him at a fee and at the same time he was taking care of it. He was arrested in 2013 and charged in Nanyuki CMC Criminal Case No 740 of 2013 over the plot in dispute but was later acquitted. He confirmed that the Plaintiff lodged a complaint



with the Criminal Investigations Department in Nanyuki and the matter was being investigated. Later, he was to learn that the 1st Defendant was arrested and released on a cash bail waiting to be arraigned in court.

13. On cross-examination, he stated that the 1st Defendant was a complainant in Criminal Case No 740 of 2013 in which he was charged. He confirmed that they went to the land with the court. His own plot being Plot number G was next to the Plaintiff's Plot no F Nanyuki. The Plaintiff leased his land to him to do some cultivation. He saw the 1st Defendant go to the land on or about March 20, 2013 which is what led to his being charged in the criminal case. He had planted Napier grass on the Plaintiff's land at the time.
14. The 1st Defendant gave evidence. He produced a copy of the letter of allotment dated November 3, 1992 vide which he was allocated unsurveyed residential Plot No 8 Nanyuki Municipality by the Commissioner of Lands. He claimed that he took possession of the land and constructed temporary structures in 1998. Further, that he cultivated maize, beans and potatoes on the land and had exclusive occupation of the plot to date.
15. He averred that sometime in 2013 a stranger by the name Maina Wambui trespassed onto his plot. He was arrested and charged in Nanyuki CM Criminal Case No 740 of 2013. That the District Surveyor visited his plot and Plot No F which the Plaintiff lays claim to on February 12, 2016 and filed the report dated March 23, 2016, a copy of which he tendered in evidence. His plot was later surveyed and the lease and the certificate of lease dated December 1, 2016 and February 17, 2017 respectively were issued to him.
16. He was emphatic that he was not occupying Plot No F as the Plaintiff claimed. He added that the registration of the plot was done after the survey exercise was concluded and that he paid all the requisite dues to the Commissioner of Lands. He told the court that he had been paying rates and rent for his plot. He claimed that the Plaintiff used the DCI Office to harass him and that the matter was investigated and no criminal charges were preferred against him. He maintained that he did not obtain registration as proprietor of the suit land through fraud as the Plaintiff contended.
17. He produced copies of the letter of allotment dated November 3, 1992 together with the part development plan (pdp) and the lease over Nanyuki Municipality Block XI/394 dated December 1, 2016. The lease was executed by the Land Registrar and the 1st Defendant. He also produced a copy of the search done on on the plot on March 29, 2017. Through the letter dated February 2, 2013 which he tendered in evidence, the Municipal Council of Nanyuki requested the District Surveyor of Laikipia County to determine and confirm allocation of Plot no 8 on the ground and whether any other allocation existed. In the response dated March 4, 2013 which was copied to the 1st Defendant, the Laikipia District Surveyor wrote to the Town Clerk stating that on a site visit it was observed that pdp reference no R54/92/14 of July 13, 1992 fairly conformed with the ground situation.
18. The District Surveyor prepared a report regarding Plot no F dated March 23, 2016. The report stated that pdp reference no 54/95/14 of June 13, 1995 comprising of Plot no F among others had not been implemented on the ground while pdp ref no 54/92/14 of July 13, 1992 which comprised plot number 1-14 and A-F (different from A-G in pdp ref 54/95/14 of June 13, 1995) reflected the actual ground situation. Further, that plot F as per pdp ref 54/95/14 fell on existing plot 3 as per pdp ref 54/92/14 of July 13, 1992 while plot 8 as per pdp reference no. 54/92/14 of July 13, 1992 fell on its actual ground position.



19. The 1st Defendant produced a copy of the letter dated August 30, 2013 which the County Government of Laikipia wrote to the Officer Commanding Nanyuki Police Station stating that according to the records held in their office, the plot belonged to Mr Salat Ali Omar.
20. The 1st Defendant produced rates demand notices issued to him in respect of Nanyuki Block XI/394 including copies of a demand notice for rates dated November 29, 2012 for Kshs 36,250/=; the receipt for payment of Kshs 3000/= made on account of rates dated January 13, 2020; as well as the demand notices for rates dated January 14, 2019, May 4, 2017, July 29, 2016 and May 29, 2018. He also produced a copy of the receipt issued by the Kenya Revenue Authority on December 21, 2016 on account of payment of Kshs 24,930/=. He produced rent demand notes dated February 18, 2014 and December 10, 2012. The demand dated December 10, 2012 bears the stamp for the Municipal Council of Nanyuki.
21. He produced a copy of the receipt issued in Nairobi on August 25, 2016 for payment of Kshs 8544/= in respect of unsurveyed residential plot no 8 Nanyuki. The letter dated October 14, 2016 written on behalf of the Director of Surveys confirmed the amendment of the registry index map (RIM) for Nanyuki Municipality Block XI to include parcel no 394 and required the Chief Land Registrar to confirm the authenticity of the allocation documents before registering the land.
22. During cross-examination, the 1st Defendant stated that he saw the Plaintiff in 2013 when he went to his land. He found him in the case before the magistrate. He claimed that they were trying to snatch the land from him in 2013. He reported the matter to the police and David Wangui, who he confirmed was his neighbour, was charged in court. He knew that David Wangui was a pastor. He did not know Plot F but confirmed that the Plaintiff gave evidence before the Chief Magistrate and stated that Plot F was his. He confirmed that David Wangui was acquitted. He was called to the Directorate of Criminal Investigation's office where he was interrogated.
23. He stated that a surveyor showed him the land. He confirmed that he had constructed on it. He was told to stop building on the plot on October 30, 2020 while he was extending his house. He confirmed that a surveyor called Lucas Kamau showed him his plot when they had a disagreement over ownership of the land. He claimed that the suit land was surveyed in 1992 and that he had been using it since then. He also stated that the plot was surveyed in 2013 by the government. He claimed that he built in 1998.
24. Upon conclusion of the hearing the court directed parties to file written submissions. The Plaintiff submitted that from the time he was allocated the plot, he had exclusive use of it which is why he leased it to David Wangui. He moved to court when the 1st Defendant trespassed on his land and started to erect structures. He added that he complied with the terms spelt out in the letter of allotment. He urged the court to grant the orders he sought in the plaint.
25. The 1st Defendant submitted that the Plaintiff had failed to prove his claim on a balance of probabilities especially because he did not tender evidence of his letter of allotment. The 1st Defendant relied on his letter of allotment, lease, certificate of lease and the search which showed that he was registered as the owner of the suit land. He cited Section 24 of the [Land Registration Act](#) and argued that his certificate of title could only be challenged based on the threshold laid down in Section 26 of the [Land Registration Act](#). He contended that the Plaintiff merely alleged fraud but did not prove it.
26. Further, that the Plaintiff failed to prove that unsurveyed Plot No F was the same as unsurveyed plot no 8 which is now registered as Nanyuki Municipality Block XI/394 and belongs to him. The 1st Defendant relied on Sections 107 and 109 of the [Evidence Act](#). On the Plaintiff's prayer for eviction against the 1st Defendant, the 1st Defendant submitted that this exemplifies a scenario where a stranger seeks to oust a registered owner of land without any justifiable ground.



27. The 1st Defendant relied on the decisions in *John Mukora Wachibi v Minister for Lands & Others (2010) eKLR*; *Joseph Arap Ng'ok v Justice Moiwo Ole Keiwua Civil Appeal No 60 of 1997*; *Vijay Morjaria v Nansingh Madhusingh Darbar & Another (2020) eKLR*, *Nguruman Limited v Bonde Nielsen & 2 Others (2014) eKLR*.
28. The main issue for determination is who between the Plaintiff and the 1st Defendant has a superior claim to the suit land. It became clear from the hearing of the suit and the evidence tendered that the Plaintiff and the 1st Defendant claim ownership of the same piece of land even though they identify it through different registration details.
29. The 2nd Defendant did not participate in the proceedings. That office ceased to exist after the promulgation of the 2010 Constitution and the enactment of the new land laws in 2012. It is not clear why the Plaintiff sued a defunct office. That notwithstanding, the court will proceed to determine the dispute as between the parties who are before it since misjoinder or non-joinder of parties is not reason enough to defeat a claim.
30. The Plaintiff's claim is that he was allocated Plot no. F by the Commissioner of Lands in 1996 and that he paid the requisite fees after being issued a letter of allotment. Although he did not produce the letter of allotment, the court notes that the Municipal Council of Nanyuki referred to a letter of allotment dated July 26, 1996 reference number TP15/1/XIII/83 which confirms that the letter of allotment does exist.
31. The fact that the plot which is being claimed by both the Plaintiff and the 1st Defendant is one and the same is demonstrated by the fact that David Maina Wangui whom the Plaintiff had leased his Plot no F to was arrested and charged with entering the 1st Defendant's land in a violent manner on August 23, 2013 at Kahiro village in Laikipia County. In the judgment in Nanyuki Chief Magistrates Court Criminal Case No 740 of 2013 which the Plaintiff tendered in evidence, the court in its summary of the prosecution's case stated that the 1st Defendant went to check on his land on August 23, 2015 (sic) at around 2.30 pm and found four cows grazing on his land. On inquiry he learned that they belonged to David Maina who refused to remove them from the land. That court visited the suit plot.
32. The Plaintiff told the court that on being allocated Plot no F in 1996, he took possession and that in 2000 he leased the land to his neighbour David Maina Wangui, who had been allocated Plot no G. The 1st Defendant also claimed that on being allocated the Plot no 8 in 1992, he took possession of the land. The evidence tendered in court confirms that the Plaintiff was in occupation of the suit land prior to 2013. It emerged during the hearing that the 1st Defendant visited the suit land for the first time in 2013. He failed to tender evidence to prove that he took possession of the land in 1992 or any other time prior to 2013. The evidence of David Maina, the neighbour who had leased the suit land from the Plaintiff is more believable than that of the 1st Defendant on the issue of who was in possession of the suit land.
33. The letters dated March 3, 2013 and August 30, 2013 authored by the Laikipia District Surveyor and County Government of Laikipia respectively confirm that the dispute between the Plaintiff and the 1st Defendant over ownership of the suit land arose in 2013 when the 1st Defendant made the first attempt to take possession of the suit land. David Maina Wangui was charged on September 6, 2013 with the offence of forcibly entering the suit land on August 23, 2013. According to the evidence given, David Maina Wangui leased the suit land from the Plaintiff and was farming on it from 2000.
34. Looking at the letter of allotment dated November 3, 1992, it required the 1st Defendant to accept the conditions set out in the letter and pay Kshs 8544/= within 30 days of the postmark. It stated that written acceptance of the attached conditions and payment of the sum of Kshs 8544/= whose



- breakdown was given in the letter were to be done within 30 days of the postmark. The letter gave the annual rent payable as Kshs 1000.
35. Further, it was expressly indicated on the reverse page of the letter that the Government would not accept any liability whatsoever in the event of prior commitment or otherwise. The 1st Defendant did not produce any evidence of the acceptance of the offer of the allotment. In any event he was expected to have accepted the offer of allotment and paid the requisite fees tabulated on the letter within 30 days and not fourteen years later.
 36. The receipt which the 1st Defendant produced for payment of Kshs 8544/= which presumably is the sum demanded in the letter of allotment is dated August 25, 2016. There is no indication that the offer of allotment was extended or revived by the Commissioner of Lands after it lapsed 30 days after postage of the letter dated November 3, 1992.
 37. The letter of allotment which the 1st Defendant tendered in evidence stipulated a general term on the first page that it was subject to, and the grant would be made under the provisions of the Government Lands Act and that the title would be issued under the Registration of Titles Act.
 38. The 1st Defendant's lease shows that it was issued under the [Land Registration Act](#), the [Land Act](#) as well as the repealed Registered [Land Act](#) and Registration of Titles Act. Section 109 of the [Land Registration Act](#) refers to the schedule to the Act, which contains the repealed written laws. The schedule contains the Indian Transfer of Property Act, the Government Lands Act, the Registration of Titles Act, the Land Titles Act and the Registered Lands Act.
 39. By 2016 when the lease over Nanyuki Municipality/ Block XI/394 was issued to the 1st Defendant, the legal regime governing the allocation and management of public land had changed and the office of Commissioner of Lands had been abolished following the promulgation of the [Constitution](#) in 2010, which created the National Land Commission (NLC) to more or less discharge some of the functions which were previously performed by the Commissioner of Lands.
 40. On November 9, 2022 the court directed parties to file supplementary authorities to address the issue of the procedure for granting leases over allocated public land that was registered after the promulgation of the new Constitution in 2010 and the enactment of the land laws in 2012.
 41. The 1st Defendant filed his submissions on November 23, 2022 giving the procedure for dealing with public land under the Government Lands Act and post 2010. He submitted that the procedure remained the same as what obtained under the Government Lands Act save that NLC could alienate land on behalf of, and with the consent of the National and County Government, a function which was previously vested in the Commissioner of Lands on behalf of the President.
 42. On his part, the Plaintiff filed his further submissions on December 20, 2022 in which he maintained that his documents spoke for themselves that he indeed applied for the land and the allocating authority who was the Commissioner of Lands granted him land subject to the conditions spelt out. He added that Section 5 of the NLC Act gave the powers and functions of NLC and the county government. He concluded that he had met the relevant documentation to show that plot F Nanyuki as it was then belonged to him and the 1st Defendant should ask the relevant body to show him Plot number 8 Nanyuki Municipality which he stated was not where he was at the moment.
 43. Regarding the proper procedure for registration of leases over public land after the promulgation of the 2010 Constitution and creation of the NLC, the court notes that the Supreme Court gave an opinion on the role the Ministry of Land, Housing and Urban Development is to play vis-à-vis that of the NLC in [Advisory Opinion Reference Number 2 of 2014](#).



44. The Supreme Court observed at paragraph 209 that NLC could not work in isolation but in consultation and cooperation with the Ministry in an interdependent relationship with one body formulating the policy and the other implementing it. At paragraph 222 the court stated that the disposal of public land under the Constitution and the Land Act could only be done by NLC with the consent of the National or County Government. The court went further to state at paragraph 223 that NLC's function of monitoring the registration of all rights and interests in land was one of the mechanisms of checking the powers of the body responsible for registration.
45. Neither the Plaintiff nor the 1st Defendant placed any material before the court to show the legal process that was to be applied in issuing leases after 2010 for plots which were allocated by the Commissioner of Lands in the 1990's. Parties did not address the court on how Part XII of the Land Registration Act on Savings and Transition applied to the facts of this case. A reading of the sections under that part reveals that it deals mainly with registers and applies to land which was already registered, where grants or certificates of titles had been issued under the repealed laws. Section 106 confirms that on the effective date, which is May 2, 2012, the repealed laws ceased to apply to parcels of land to which the Land Registration Act applied.
46. Section 3 of the Act states that the Act would apply to registration of interests in all public land as declared by Article 62 of the Constitution. It is not in dispute that the suit land was unregistered until 2016 hence the registration of the plot would fall under the Land Registration Act. The conclusion to be drawn from the documents tendered by the parties is that as at 2013, the suit land was still unalienated government land until steps to have it surveyed and registered were undertaken by the proper allottee of the land.
47. Section 9 of the Land Act which deals with conversion of land provides that public land may be converted to private land by allocation. 'Allocation of land' is defined in Section 2 to mean the legal process of granting rights to public land.
48. Despite Section 107 of the Land Registration Act saving among others, rights and interests acquired or accrued or exercisable before the commencement of that Act by stating that they would continue to be governed by the law applicable prior to the coming into force of the new Act, it is not clear how such rights would be governed and titles processed under for instance, the repealed Government Lands Act under which the letters of allotment for the suit land were issued. This is because the office of Commissioner of Lands who would have processed the titles for allocated public land under the Government Lands Act had ceased to exist.
49. It is apparent from the letter dated October 14, 2016 which the Director of Surveys wrote to the Chief Land Registrar that the Registry Index Map for Nanyuki Municipality Block XI was amended in October 2016 to reflect plot number 394. That must be the time when the land in dispute was surveyed by BM Okumu surveyor of Nairobi on behalf of the 1st Defendant. The letter does not refer to any involvement of the NLC or the County Government of Nanyuki in whom by then the land was vested by virtue of Article 62 of the Constitution.
50. There is no evidence to show that the 1st Defendant paid the sums demanded as rates by the County Government of Laikipia in 2012, 2014 and 2016. The 1st Defendant did not produce the rates demand notes and receipts dating back to 1992 when he claims the suit land was allocated to him. If indeed the 1st Defendant were allocated the suit land in 1992 and took possession of the plot immediately as he claimed, then he should have tendered evidence of payment of rates and rent for the suit land from 1992 and not just after 2013.



51. The lease dated December 1, 2016 which the 1st Defendant produced was signed on behalf of the Chief Land Registrar. The lease states that in consideration of the sum of Kshs 5000.00 being stand premium, the County Government of Laikipia leased the suit property to the 1st Defendant for 99 years from September 1, 1992. The County Government did not execute the lease as the lessor. The copy of lease filed in court does not have the part which the lessor was to execute and only shows the part where the lessee's seal was to be affixed. Page 4 of the lease was executed by the 1st Defendant on December 1, 2016 and then it was registered by Land Registrar on December 21, 2016. That lease does not meet the basic requirements for a valid lease and ought to have been executed by the County Government of Laikipia as the lessor.
52. Both the Plaintiff and the 1st Defendant claim that they were allocated the suit land by the Commissioner of Lands prior to 2010. The Plaintiff did not explain why he failed to have the plot he was allocated surveyed, registered and a lease issued to him since 1995. Nevertheless, he proved on a balance of probabilities that he took possession of the suit plot and leased it to his neighbour from 2000 until 2013 when the 1st Defendant went to the land.
53. The amendment to Section 23 (2) of the Land Act made in 2016 stipulates that a lease or licence over public land shall be issued by NLC and shall be registered by the Chief Land Registrar. The repealed Section 23 (2) of the same statute provided that a grant of public land was to be made in the name of NLC on behalf of the national or county government as the case may be, and should be sealed. This did not happen in the 1st Defendant's lease.
54. Although Section 24 of the Land Registration Act stipulates that the registration of a person as the proprietor of the land or lease shall vest in that person the absolute ownership of the land or rights under that lease, as was the case here for the 1st Defendant, it is subject to the other provisions of that Act.
55. By virtue of Section 26 of that Act, the certificate of title issued by the Registrar upon registration to the 1st Defendant ought to be taken by this court as prima facie evidence that the 1st Defendant is the absolute and indefeasible owner of the suit land subject to the encumbrances, easements, restrictions and conditions contained in the lease. The title can be challenged on grounds of fraud or misrepresentation which the proprietor is proved to be a party; or where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.
56. The court finds that the processing of the 1st Defendant's title over the suit land was not predicated upon the proper legal foundation and was therefore obtained unprocedurally. That title was issued based on an offer for allotment made in 1992 which was only valid for 30 days and could not form the basis for issuance of a lease to the 1st Defendant in 2016. It may very well be that the letter of allotment dated November 3, 1992 was issued in 2013 and backdated to 1992. Additionally, the lease was not issued procedurally since by 2016 the NLC had been established under the Constitution and the NLC Act and it should have played a role in the process of allocation of the suit land which was still public land to the 1st Defendant as mandated by law.
57. The Plaintiff did not address the issue of the damages which the court ought to award him for trespass and mesne profits. The Plaintiff informed the court that he had leased the suit land to his neighbour who was carrying out farming activities on the land. In the court's view an award of Kshs 50,000/= to the Plaintiff as general damages for trespass is reasonable.
58. A declaration is issued that parcel number Uns Residential Plot F Nanyuki belongs to the Plaintiff. An order is issued against the 1st Defendant to vacate and remove or demolish all structures that have



been erected on the Plaintiff's land. A permanent injunction is issued to restrain the 1st Defendant, his agents, servants or employees from dealing with the Plaintiff's land known as Uns Residential Plot F Nanyuki or dealing with that parcel of land in a manner prejudicial to the Plaintiff's quiet possession and enjoyment.

59. The Plaintiff is awarded the costs of the suit to be borne by the 1st Defendant.

DELIVERED VIRTUALLY AT NANYUKI THIS 9TH DAY OF FEBRUARY 2023.

KOSSY BOR

JUDGE

In the presence of:

Mr. Makori Nyangau for the Plaintiff

Mr. Amos Chweya for the 1st Defendant

Ms. Stella Gakii- Court Assistant

No appearance for the 2nd Defendant

