



REPUBLIC OF KENYA



**KENYA LAW**  
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**Kolil v Wangai & 3 others (Environment & Land Case 500 of 2013)  
[2023] KEELC 18570 (KLR) (6 July 2023) (Judgment)**

Neutral citation: [2023] KEELC 18570 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI  
ENVIRONMENT & LAND CASE 500 OF 2013  
LC KOMINGOI, J  
JULY 6, 2023**

**BETWEEN**

**KOSGEY CHIRCHIR KOLIL ..... PLAINTIFF**

**AND**

**PETER NDEGWA WANGAI ..... 1<sup>ST</sup> DEFENDANT**

**BERNARD WANGAI KOGI ..... 2<sup>ND</sup> DEFENDANT**

**JANE NJOKI KIMANI ..... 3<sup>RD</sup> DEFENDANT**

**HURLINGHAM SQUATTER DEVELOPMENT ..... 4<sup>TH</sup> DEFENDANT**

**JUDGMENT**

1. By a plaint dated 24<sup>th</sup> April,2013 filed on 26<sup>th</sup> April,2013, the Plaintiff prays for judgment against the Defendants jointly and severally for the following prayers
  - a. General damages.
  - b. A permanent injunction restraining the Defendants, their servants, employees, agents and persons acting under their authority from trespassing, entering, interfering ,erecting structure, constructing and making developments on the Plaintiffs parcel of land number 513 situated in Ruai within Nairobi.
  - c. A declaration that the Plaintiff is the legal and absolute owner of the suit property.
  - d. That this honorable court orders the 1<sup>st</sup> and 2<sup>nd</sup> Defendants to demolish any structures and building illegally erected on the Plaintiff parcel of land namely 513 Ruai, at their cost upon the determination of this suit and that the officer



commanding Station Ruai to supervise the enforcement of the orders of this honorable court.

- e. Costs of the suit.
  - f. Interest at court rates on (1) and (5) above,
  - g. Any other relief that this honorable court shall deem just and fit to grant.
2. The Plaintiff contends that he is the owner of Plot 513 Ruai, the suit property herein, which he purchased from the 3<sup>rd</sup> Defendant for a consideration of Ksh.380,000/= through a duly executed sale agreement dated 24<sup>th</sup> July,2012.He adds that Ksh.100,000/= was paid upon execution while Ksh. 200,000/= was deposited into the 3<sup>rd</sup> Defendant's account at Equity bank. The remaining balance of Ksh.80,000/= was paid to the 4<sup>th</sup> Defendant.
  3. It is the Plaintiff case, that in January 2013, the 1<sup>st</sup> and 2<sup>nd</sup> Defendant illegally and fraudulently encroached on his land by trespassing, occupying and erecting structures therein without documentary proof of ownership. Consequently, he reported the matter to Ruai police station vide OB/29/22/03/2013. The Plaintiff claims that the Defendants have persisted with their unlawful actions despite his numerous pleas that they vacate the suit property.
  4. The Plaintiff states that unless injunctive orders are issued against the 1<sup>st</sup> and 2<sup>nd</sup> Defendant restraining them from trespassing and erecting illegal structures, he will suffer irreparable harm and damage. This is because they have declined to stop illegal trespass and encroachment on the suit property despite being issued with demand and notice of intention to sue. To support his case, the Plaintiff filed a sale agreement dated 24<sup>th</sup> July,2012 between him and the 3<sup>rd</sup> Defendant and receipts of payment of Ksh. 80,000 and Ksh.200,000/= made to 4<sup>th</sup> and 3<sup>rd</sup> Defendant respectively . He also filed a certificate for plot Number 513 issued to him by the 4<sup>th</sup> Defendant on 24/7/2012.

#### **The 1<sup>st</sup> and 2<sup>nd</sup> Defendants case**

5. The 1<sup>st</sup> and 2<sup>nd</sup> Defendants deny the Plaintiff's claim in a defence dated 10<sup>th</sup> February, 2022 and filed on 13<sup>th</sup> February, 2022. They assert that the Plaintiff has not established any claim against them because no cause of action has been disclosed. According to them, the suit is bad in law and time-barred and therefore they will raise a preliminary objection for its dismissal. They contend that the plaintiff's sale agreement was invalid because the 3<sup>rd</sup> Defendant did not have the capacity or title over the suit property. They insist given they are the lawful and rightful owners of the suit property, they can utilize it as they deem fit. They did not therefore require the Plaintiff's permission to erect structures therein. To support their claim, they filed receipts for payments, a certificate for Plot 513 issued to the 1<sup>st</sup> Defendant, mpesa statements by the 2<sup>nd</sup> defendant and a sale agreement dated 1<sup>st</sup> August 2011. They also produced photographs of the suit property.

#### **The 3<sup>rd</sup> Defendant's case**

6. The 3<sup>rd</sup> Defendant in a statement of defence dated 29<sup>th</sup> September, 2014 dated admits selling the suit property to the Plaintiff through a sale agreement dated 24<sup>th</sup> July,2012 for a consideration of Ksh.380,000/=. She explains that the Plaintiff paid her Ksh.300,000/= while Ksh. 80,000/= was paid to the 4<sup>th</sup> Defendant. She denies knowledge of any trespass or illegal occupation of the disputed land by the 1<sup>st</sup> and 2<sup>nd</sup> Defendant as they have no claim of ownership over it. The Plaintiff was issued with the certificate of ownership of the plot by the 4<sup>th</sup> Defendant. The 1<sup>st</sup> and 2<sup>nd</sup> defendants are estopped from questioning the validity of its title and rights transferred to him by the 3<sup>rd</sup> Defendant. The 3<sup>rd</sup> Defendant



prays that the suit be dismissed with costs against her as she has never occasioned any prejudice or loss to the Plaintiff.

7. The 4<sup>th</sup> Defendant did not file any response and or defend the claims leveled against it.

#### **Evidence of the Plaintiff.**

8. PW1- KOSGEY CHIRCHIR KOLIL told the court that he bought plot 513 from Jane Njoki for a consideration of Ksh. 380,000/= in a sale agreement dated 24/7/2017. In support of his testimony, he produced receipts of Ksh.200,000/= from equity bank paid into the 3<sup>rd</sup> Defendant's account and others amounting to Ksh.30,000 and Ksh.50,000/= confirming payment to the 4<sup>th</sup> Defendant. The court was also told that Ksh.100, 000/= was paid in cash. He accused the 2<sup>nd</sup> Defendant of trespassing on the suit property and undertaking construction. Despite reporting the matter at Ruia Police station where they were referred to the district officer because the 2<sup>nd</sup> Defendant also claimed ownership of the suit land, 2<sup>nd</sup> Defendant never vacated the property. He further stated that when he approached the 4<sup>th</sup> Defendant about the issue, he was told that the sale agreement with the 1<sup>st</sup> Defendant had aborted and his monies were refunded. The court was also informed that the 2<sup>nd</sup> Defendant refused to vacate the suit property despite being informed to. According to the Plaintiff, the 1<sup>st</sup> Defendant was not in occupation of the suit property neither were there any structures as at the time of purchase. He also stated that he regularly visited the plot.

#### **Evidence of the Defendants.**

9. DW1- Jane Njoki Kamau begun her testimony by adopting her witness statement and bundle of documents dated 3<sup>rd</sup> March 2014. She confirmed that plot 513 and 514 belonged to her. Through an agreement dated 24/07/2013, she sold Plot Number 513 to the Plaintiff for a consideration of Ksh.380,000/=.She admitted that she received Ksh.300,000/= from the Plaintiff while Ksh. 80,000/= was paid to the 4<sup>th</sup> Defendant. Subsequently, the Plaintiff was issued with a share certificate for Plot Number 513 dated 24/7/2017 after being shown. She added that she sold plot 514 to Bernard Kagai for Ksh.150, 000/=. In addition she was paid Ksh.50,000 and some other monies through MPesa whose amount she could not recall. During cross examination, she maintained that the Plaintiff paid her the entire purchase price for Plot Number 513. He was also issued with the certificate of ownership for the plot by the 4<sup>th</sup> Defendant. She reiterated that plots 513 and 514 which belonged to her were sold to the Plaintiff and 3<sup>rd</sup> Defendant respectively.
10. DW2-Bernard Wangai Kogi while adopting his witness statement and bundle of documents dated 30/1/2022 in examination in chief told court that he jointly bought Plot Numbers 513 and 514 with his cousin, the 1<sup>st</sup> Defendant. Upon paying Ksh.210,000/= he was issued with receipts dated 21/5/2010 for the two plots. He also paid Ksh.210 as security fee and was issued with receipts. He was also shown the beacons by the 3<sup>rd</sup> Defendant. He admitted that the suit property was vacant when he possessed it. He produced photographs as proof that he has undertaken construction on it. It was his evidence that he bought plot Number 513 from the 1<sup>st</sup> Defendant and was issued with the certificate of ownership by the 4<sup>th</sup> Defendant. Further, monies in respect of the agreement dated 1/8/2011 amounting to Ksh.200,000 was paid to the 3<sup>rd</sup> Defendant in instalments. To support this, he produced unverified mpesa statement. Despite acknowledging that they went to the area chief regarding dispute over the suit land, he added that he produced the original ownership certificate which had been issued to him. He also confirmed that he received a demand letter from the Plaintiff's advocate and that the Plaintiff also reported the matter to DCI Kayole. According to him, the dispute over the suit property was a matter of double allocation.



11. While being cross –examination, he marinated that he bought plot 513 through the 1<sup>st</sup> Defendant with whom he had a mutual agreement to have the property transferred to him. The said agreement dated 1/8/2011 between him and the 1<sup>st</sup> Defendant did not mention plot 513. He further stated that the 1<sup>st</sup> Defendant was issued with a certificate of ownership dated 21/5/2011 with consent of the 3<sup>rd</sup> Defendant. While still on cross examination, the court was informed that the full purchase price was not paid to the 3<sup>rd</sup> Defendant. Further, DW2 paid 1<sup>st</sup> Defendant commission for purchasing the suit property from the 3<sup>rd</sup> Defendant. He also stated that upon purchasing plot 514 from the 3<sup>rd</sup> Defendant and making payment, he was issued with certificate of ownership. He also reiterated that he constructed a perimeter wall, temporary structures and a house between plot Numbers 513 and 514.
12. DW3- Regina Muthoni admitted that she was Peter Ndegwa’s wife. The court was informed that the late Peter Ndegwa was issued with a share certificate by the 4<sup>th</sup> defendant upon payment of Ksh.40, 000/= as he intended to purchase plot Number 513. When he faced financial problems in 2017, he asked his cousin, the 3<sup>rd</sup> Defendant to make payments on his behalf in respect of Plot 513. While being cross examined, she stated that she did not know whether any sale agreement for plot 513 which was being sold at Ksh.250, 000/= existed. It was also her evidence that she was informed that the 2<sup>nd</sup> Defendant had agreed to continue making payments for the plot. However, the 3<sup>rd</sup> Defendant was not a party to such agreement. She was also not sure whether the 2<sup>nd</sup> Defendant completed payments for the plot. On re-examination, she admitted that she did not know how payments were made and that the 1<sup>st</sup> Defendant paid Ksh.40,000/=. The 1<sup>st</sup> Defendant also informed her that the 2<sup>nd</sup> Defendant would be making payments on his behalf.
13. At the close of the oral testimonies parties tendered final Written Submissions.

#### **The Plaintiff’s submissions**

14. The Plaintiff’s counsel in submissions dated 1<sup>st</sup> August,2022 and filed on 26<sup>th</sup> January, 2023 raised the following issues for determination
  - a. Whether plot No. 513 was legally transferred to the Plaintiff.
  - b. Whether the Plaintiff is the bonafide owner of plot 513.
  - c. Whether the 2<sup>nd</sup> Defendant has trespassed on plot 513.
  - d. Whether an order of eviction should be issued against the Defendant.
  - e. Whether the Plaintiff is entitled to the relief sought?
15. On the first issue, it is argued that the Plaintiff has demonstrated how he acquired the suit property from the 3<sup>rd</sup> Defendant who had proprietary rights upon allocation by the 4<sup>th</sup> Defendant by virtue of being its member.
16. With regard to the second issue, it is submitted that the sale agreement dated 24<sup>th</sup> July, 2012 met the requirements of Section 3(3) of the *Law of Contract Act* as was reinstated in *African Cotton Industries Limited v Rural Development Services Limited* ELC No. 25 of 2017. This is because the agreement was not only in writing but was also signed by all parties and their signatures attested. In addition, upon payment of the consideration, the Plaintiff was issued with a certificate of ownership signed by all the parties.
17. It is further argued that the 2<sup>nd</sup> Defendant did not provide any proof that he bought the suit land from the 3<sup>rd</sup> Defendant and that its purchase price was paid. This is collaborated by the fact that the



- 1<sup>st</sup> Defendant personal representatives testified that there was no agreement between the 1<sup>st</sup> Defendant and the 3<sup>rd</sup> Defendant. Further, the 2<sup>nd</sup> Defendant suit land certificate of ownership issued to Peter Ndegwa is suspicious and inauthentic as it not signed by all the parties. According to the Plaintiff counsel, the sale agreement between the Plaintiff and the 3<sup>rd</sup> Defendant supersedes the one between the 2<sup>nd</sup> and 3<sup>rd</sup> Defendant because it is in compliance with the law.
18. On whether the 2<sup>nd</sup> Defendant trespassed on Plot No. 513, it is submitted that given the Plaintiff has established he is the owner of the suit land which is unlawfully occupied by the 2<sup>nd</sup> Defendant who undertook construction without any lawful and unjust course. He also refused to vacate despite being demanded by the Plaintiff who had exclusive rights over the suit land. To support these arguments reference is made to Justice Chesoi court decision in *M'ikiara M'mukunya & Another v Glibert Kabere M'mbijiwe* (1983) eKLR and the definition of the word “trespass” as provided in Section 3(1) of the *Trespass Act* and *Clerk & Lindsell on Torts* 18<sup>th</sup> Edition at Pg 23.
  19. With regard to the issue whether an order of eviction should be issued against the Defendants, reliance is placed on Section 24 of the *Land Registration Act* and Sections 152B and 152E of the *Land Act* to submit that eviction orders should be issued because the Plaintiff has proved he is the owner of the suit land which is being unlawfully occupied by the 2<sup>nd</sup> Defendant.
  20. On the final issue, counsel maintains that the Plaintiff is entitled to general damages as the suit land was not only trespassed by the 2<sup>nd</sup> Defendant but he also undertook construction therein. Considering the Plaintiff shall restore the suit land, such costs should be borne by the 2<sup>nd</sup> Defendant. To support these arguments reference is made to the court decision in *Park Towers limited v John Mithamo Njika & 7 other* (2014)eKLR, *Philip Aluchio v Crispinus Ngayo* (2014)eKLR and *Nakuru Industries v SS Mehta & Sons* (2016)eKLR.
  21. With regard to permanent injunction, reliance is made on the court decision in *Giella v Cassman Brown & Company Limited* 1973 EA 358 to submit that the Plaintiff has proved his case on a balance of probability and therefor they seek cost because his suit is merited.

#### **The 1<sup>st</sup> and 2<sup>nd</sup> Defendants submissions**

22. The 1<sup>st</sup> and 2<sup>nd</sup> Defendant’s counsel in submissions dated 25<sup>th</sup> July,2022 filed on 31<sup>st</sup> January,2023 raises two issues for determination namely;
  - a. Did the Plaintiff proof his case on a balance of probability?
  - b. Has the Plaintiff proved fraud against the 1<sup>st</sup> and 2<sup>nd</sup> Defendants?
23. On the first issues, it is submitted that the 1<sup>st</sup> Defendant was issued with a certificate of ownership by the 4<sup>th</sup> Defendant on 21<sup>st</sup> May 2011 upon purchasing the suit property from the 3<sup>rd</sup> Defendant while its ownership was transferred to the 2<sup>nd</sup> Defendant by the 1<sup>st</sup> Defendant through a sale agreement dated 1/08/2011. Subsequently, the suit property was been possessed and occupied by the 1<sup>st</sup> and 2<sup>nd</sup> Defendant since 2011. In addition, the 2<sup>nd</sup> Defendant not only constructed a perimeter wall but he also constructed a house on the suit land.
24. According the 1<sup>st</sup> and 2<sup>nd</sup> Defendant submission, the 3<sup>rd</sup> Defendant did not have any right or proprietary interest over the suit land to allow him sell the suit land to the Plaintiff since he had already sold it to the 1<sup>st</sup> Defendant. Reliance is placed on the court decision in *Katana Kalume & Another v Municipal Counsel of Mombasa & another* (2019)eKLR and *Republic v The Registrar of Titles, Mombasa & 2 other ex -parte EMFIL Limited* (2012)eKLR to submit that the 3<sup>rd</sup> and 4<sup>th</sup> Defendant should not give suit land title to the Plaintiff. The effect of this is that the certificate of ownership issued to the Plaintiff



by the 4<sup>th</sup> Defendant is void and therefor the Plaintiff does not have any proprietary interest over the suit land.

25. Counsel for the 1<sup>st</sup> and 2<sup>nd</sup> Defendant relies on Section 107,108 and 109 of the *Evidence Act* to claim that the Plaintiff has not discharged his burden of proof as relates to the legal ownership of the suit land .Reference is also made on *Central Bank of Kenya Limited v Trust Bank Limited & 4 other* (1996)eKLR and *Kinyanjui Kamau v George Kamau*(2015)eKLR to submit that the Plaintiff has not particularized nor proven any fraud allegation against the 1<sup>st</sup> and 2<sup>nd</sup> Defendant.

### **The 3<sup>rd</sup> Defendant Submissions**

26. The 3<sup>rd</sup> Defendant’s counsel in submissions dated 12<sup>th</sup> July, 2022 raises the issue who is the *bona fide* owner of Plot 513? Counsel maintains that the sale agreement dated 24<sup>th</sup> July, 2012 was valid since it met the requirements of Section 3(3) of the Law of Contract as read together with Sections 38(1) (a) and (b) of the *Land Act* No. 6 of 2012 and as was upheld in ELC 25 of 2017 *African Cotton Industries Limited v Rural Development services Limited*. In addition, the Plaintiff produced receipts demonstrating payment of the purchaser price to the 3<sup>rd</sup> Defendant. It argued that there was no sale agreement between the 3<sup>rd</sup> Defendant and the 1<sup>st</sup> and 2<sup>nd</sup> Defendant over the suit land neither did they proof they paid the purchase price.
27. With regards to the Plaintiff certificate of ownership dated 21<sup>st</sup> May, 2011, it is submitted that it was signed by all the parties including the 3<sup>rd</sup> Defendant while the 1<sup>st</sup> and 2<sup>nd</sup> Defendant certificate of ownership dated 24<sup>th</sup> July,2021 was not signed by the 3<sup>rd</sup> Defendant. These averments are supported by the various court decisions including Environment and Land Court at Nairobi Civil Suit No. 193 of 2010 now ELC 276A of 2017 *Alton Homes Limited & Another v Davis Nathan Chelogoi & 2 Others*.
28. I have considered the pleadings and the evidence on record. I have also considered the written submissions and the authorities cited. The issues for determination are;
- a. Whether the Plaintiff lawfully acquired plot 513.
  - b. Has the 2<sup>nd</sup> Defendant trespassed on Plot 513?
  - c. Is the plaintiff entitled to the relief sought?
  - d. Who should bear costs of this suit?
29. It is not in dispute that the Plot 513 originally belonged to the 3<sup>rd</sup> Defendant. Both the Plaintiff and the 1<sup>st</sup> and 2<sup>nd</sup> Defendants lay claim over it on the basis that they purchased it from the 3<sup>rd</sup> Defendant. The Plaintiff duly executed a sale agreement dated 24<sup>th</sup> July,2012 between him and the 3<sup>rd</sup> Defendant was recognized and the acknowledged by the 3<sup>rd</sup> Defendant. The 3<sup>rd</sup> Defendant also in her testimony confirmed receipts of the entire purchase price for the sale of the suit property from the Plaintiff.
30. DW 1 Jane Njoki Kimani, the 3<sup>rd</sup> Defendant in her testimony on 8<sup>th</sup> March, 2022 stated;
- “.....I sold Plot 513 to Kolil (the Plaintiff). We entered into a sale agreement. This is the sale agreement. I signed. He and the wife Mary Wangui Mwangi signed on 24<sup>th</sup> July 2012. I sold it for Kshs.380,000/=. He deposited Kshs.200,000/= in my account. He gave me Kshs.100,000/= in cash. The balance of Kshs.80,000/= we took to the offices of Hurlingham Squatters Development....”
31. DW 2 Bernard Wangui Kogi, while being cross-examined by the Plaintiff’s Counsel admitted that he did not have the original certificate issued to the 1<sup>st</sup> defendant, in court.



He could not prove that such certificate existed.

32. DW3 Regina Muthoni, the legal representative of the Estate of the 1<sup>st</sup> Defendant admitted on cross examination that the 3<sup>rd</sup> defendant (DW1) was not a party to the sale agreement between Peter Ndegwa Wangai (1<sup>st</sup> defendant) and Bernard Wangai Kogi (the 2<sup>nd</sup> Defendant).
33. I find that the Plaintiff has demonstrated that he lawfully acquired Plot No.513.
34. On the other hand, there is no valid sale agreement over the suit property between the 3<sup>rd</sup> Defendant and the 1<sup>st</sup> and 2<sup>nd</sup> Defendant. The 1<sup>st</sup> and 2<sup>nd</sup> Defendant admitted this in their testimony. DW1, the wife of the 1<sup>st</sup> Defendant stated that though her husband was interested in purchasing the suit property, he faced financial constraints. He only paid Ksh.40,000/= and was issued with a share certificate by the 4<sup>th</sup> Defendant. She was not sure whether any monies were paid to the 3<sup>rd</sup> Defendant. The 3<sup>rd</sup> Defendant told the court that the 1<sup>st</sup> Defendant was refunded monies when it became difficult to complete. The 2<sup>nd</sup> Defendant has placed before this court an agreement between him and the 1<sup>st</sup> Defendant. This agreement seems to indicate that 1<sup>st</sup> Defendant was purchasing the property as an agent of the 2<sup>nd</sup> Defendant. Details of how and when the said property passed from the 3<sup>rd</sup> to the 2<sup>nd</sup> Defendant have not been placed before the court.
35. From the foregoing the court holds that the Plaintiff legally acquired the suit land from the 3<sup>rd</sup> Defendant. The Plaintiff seeks to have the permanent injunction issued against the 1<sup>st</sup> and 2<sup>nd</sup> Defendant from interfering with the suit property. He also wants them ordered to demolish any structures erected therein illegally. The 2<sup>nd</sup> Defendant admitted in his testimony that he occupies the suit property. He also produced photographs to support his claims that he undertook construction therein.
36. Having found that the Plaintiff legally acquired the suit property, it is only fair that he be granted vacant possession and occupation. This is because Article 40(6) does not offer protection to any person who illegally acquired any property.
37. The plaintiff claims general damages for trespass. The 2<sup>nd</sup> Defendant admits that he entered the suit property and put an iron sheet structure, a pit latrine and a perimeter wall.

I agree with the plaintiff's submission that where trespass is proved a party need not prove that he has suffered any specific damage. I rely on the case of *Park Towers Ltd Vs. John Mithamo Njika & 7 others* (2014) eKLR where the court stated;

“..... I agree with the learned Judges that where trespass is proved, a party need not prove that he suffered any specific damage or loss to be awarded damages awardable depending on the unique facts and circumstances of each case”.

I award Kshs 100,000/= which I think is reasonable.

38. In conclusion I find that the Plaintiff has proved his case as against the Defendants on a balance of probabilities.
39. Accordingly, Judgement is entered in favour of the Plaintiff as against the Defendants jointly and severally as follows;
  - a. That a declaration is hereby issued that the Plaintiff is the legal and absolute owner of plot number 513 situated within Ruai within Nairobi County.



- b. That a Permanent Injunction is hereby issued restraining the Defendants, their Servants, employees, agents and persons acting under their authority from trespassing, entering, interfering, erecting structures, constructing and making developments on the Plaintiff's parcel Plot Number 513 situated within Ruai within Nairobi County.
- c. That 1<sup>st</sup> and 2<sup>nd</sup> Defendants are hereby directed to demolish any structures illegally erected on the Plaintiffs parcel of land being Plot No. 513 Ruai at their cost within Ninety (90) days from the date of this Judgement. Failure to which, the Plaintiff shall be at liberty to demolish the same at the 1<sup>st</sup> and 2<sup>nd</sup> defendant's expense.
- d. General damages for trespass Kshs.100,000/=
- e. That costs of the suit shall be borne by the defendants.

**DATED SIGNED AND DELIVERED VIRTUALLY AT KAJIADO THIS 6<sup>TH</sup> DAY OF JULY, 2023.**

**L. KOMINGOI**

**JUDGE**

In The Presence Of:

N/A for the Plaintiff.

N/A for the 1<sup>st</sup> and 2<sup>nd</sup> Defendants.

N/A for the 3<sup>rd</sup> Defendant.

N/A for the 4<sup>th</sup> Defendant.

Court Assistant - Mutisya

