



**Kasanga v Miriti & 3 others (Environment & Land Case 160 of 2009)
[2023] KEELC 20763 (KLR) (12 October 2023) (Judgment)**

Neutral citation: [2023] KEELC 20763 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAIROBI
ENVIRONMENT & LAND CASE 160 OF 2009
LC KOMINGOI, J
OCTOBER 12, 2023**

BETWEEN

JAPHETH KILONZO KASANGA PLAINTIFF

AND

JOSHUA MWITI MIRITI 1ST DEFENDANT

**NATIONAL SOCIAL SECURITY FUND BOARD OF TRUSTEES 2ND
DEFENDANT**

LAWI NYATENG 3RD DEFENDANT

PETER OMONDI MCODIDA 4TH DEFENDANT

JUDGMENT

1. By a plaint dated 8th April 2008 and Amended on 7th December 2009 the plaintiff claims that being a member of Kwa Ndege Self Help Group whose chairman was the 3rd Defendant, he bought and was allocated four plots of land in Tassia Embakasi known as Plot No. B71, B74, B126 and 129 on 11th December 2002 through the 3rd Defendant's agent known as Ruth Kaluki Munyao. The said plots were later re-referenced to Tassia III/27/1130 (a merger of B71 and B74), Tassia III/97/1144 and Tassia III/27/836 and once again re-referenced to LR Nairobi/Block 97/1181/071, LR Nairobi/Block 97/1181/074, LR Nairobi/Block 97/1400/126 and LR Nairobi/Block 97/0779/129 respectively. He was then issued three plot cards and one Certificate of Ownership for the said plots. However, sometime in 2004, the 2nd Defendant (NSSF) showed up and claimed to be the owner of the entire piece of land. Discussions and negotiations ensued and it was agreed that the 3rd Defendant would continue selling the plots of land but as the 2nd Defendant's agent. Following this arrangement, the Plaintiff was asked to pay an additional amount of money for the four plots as follows: Kshs. 315,000 each for the plots measuring 33*66 and Kshs. 950,000 for the plot measuring 50*100 on a reducing balance among other terms. The tenant purchase agreement was to be drawn by the 2nd Defendant.



However, since it was not ready at the time, the Plaintiff was required to make payments of any amount towards the purchase price.

2. The Plaintiff stated that to this effect, three agreements were made: an oral one between the Plaintiff, the 2nd and 3rd Defendants on various dates in August 2004 at the 2nd Defendants offices concerning the said plots of land; in writing through the application forms signed; and by conduct such as the 2nd and 3rd Defendants allowing the Plaintiff possession of the said plots, receiving payment of the said plots and also allowing the Plaintiff to put up beacons on them. He claimed that as of March 2008, he had paid Kshs. 690,000 for the said plots and this had been acknowledged by the 2nd Defendant. He thereafter prepared building plans and invested on the said plots.
3. However, on or about April 2007 his beacons on plot B71 were destroyed by the 3rd and 4th Defendants. He protested this move and wrote a letter dated 17th April 2007 to the 2nd Defendant informing it and asking for its intervention. On 30th May 2007, the 2nd Defendant responded and asked the 4th Defendant to stop any developments which he complied with. However, on 25th March 2008, the 1st Defendant entered the property, destroyed the Plaintiff's beacons and began digging trenches on the claim that he had been allocated the property by the 2nd Defendant. The Plaintiff made a complaint and a meeting was held on 25th March 2008 between him, the 1st and 2nd Defendants whereby the 1st Defendant was asked to stop further developments pending an amicable solution on the issue of the property, but he did not adhere to the order.
4. As such the Plaintiff claimed that these acts to dispossess him were done fraudulently by all the Defendants as follows: the 2nd Defendant misled the Plaintiff in believing that plot B71 and B74 belonged to him, accepted payments made but still went ahead to collude with the other Defendants to interfere with his ownership and dispossessing him; allocating the property to the 4th defendant four years after the Plaintiff had started paying for it; the 1st Defendant accepting allocation of a plot that had clear beacons and evidence of occupation; the 3rd Defendant attempting to offer the Plaintiff another plot after his actions were questioned; and making transactions involving the Plaintiff's plot without his consent.
5. The Plaintiff thus suffered loss and damage from these actions and prayed for:
 1. A permanent injunction restraining the Defendants by themselves, their agents and/or servants from trespassing on, remaining, leasing, hiring, pledging, selling, constructing any structures on and/or interfering or dealing with the suit property known as LR No. Nairobi/Block 97/1181/071 Tassia II or interfering with the Plaintiff's quiet possession thereof.
 2. A declaration that the Plaintiff is the beneficial and true owner of the suit property known as LR No. Nairobi/Block 97/1181/071 Tassia II, and cancellation of allocation to the 1st Defendant and/or any other person if at all allocated.
 3. An order that the 1st Defendant do forthwith pull down and remove any structure whether temporary or otherwise erected on the suit property by the Defendants together with any rubbles, sand and other offending materials.
 4. Against the 2nd Defendant and order of specific performance of the said agreement.



5. Damages for breach of contract in lieu of or in addition to specific performance.
 6. Costs and interest at court rates.
 7. Other relief that the court may deem just in the circumstance.
6. The 1st Defendant in his Statement of Defence contested the Plaintiff's claim stating that at no time was the Plaintiff in possession of Plot No. B71 Tassia because the said plot was allocated to the 4th defendant way before the time claimed by the Plaintiff. He also indicated that the 4th Defendant was in its occupation until 24th November 2007 when he purchased it from him and put up a permanent building. He was thus the bonafide owner and sought for dismissal of the suit with costs.
 7. The 2nd Defendant in its Statement of Defence denied the Plaintiff's allegations, put him to strict proof, stated that there was no contract between them as per Section 3(3) of the Law of Contract and sought for dismissal of the suit with costs.
 8. The 3rd and 4th Defendants neither entered appearance nor filed defences.

Evidence of the Plaintiff.

9. PW 1 Japheth Kilonzo Kasanga the Plaintiff adopted his witness statement as part of his evidence in chief and produced twelve (12) Documents as evidence which were marked as P. Exhibit 1-12. He stated that he purchased the suit property in 2002 and had been in occupation since then which was before the alleged sale to the 4th Defendant.
10. On Cross examination he stated that he was a member of Kwa Ndege Self Help group and that he purchased the suit property from one Ruth Kaloki who introduced her to the group and paid for the property in cash. Later, National Social Security Fund (the 2nd defendant) hereinafter referred to as "NSSF" came to the picture and they did not contest the sale but asked for additional payment for the plots purchased. He complied and paid to NSSF Kshs. 430,000 as per the receipts adduced. He pointed out that he only had three receipts for the plots purchased because plots B71 and B74 were merged and one registration number issued for both as per documents from the 2nd Defendant and the receipts of payment for the plots of land. He stated that the 2nd Defendant put up a notice asking plot owners to register their plots with them. He visited the 2nd Defendant, paid registration fees for the plots owned, filled tenant purchaser forms and was issued with new plot numbers.
11. On re-examination he stated that he bought three plots as per P. Exhibit 5 to 7 adding that the plots were bought through Kwa Ndege Self Help group before proceeding to the 2nd Defendant. He also indicated that the 2nd Defendant had not resolved the dispute of the allotment of the sit property and that is why the matter was in court.

Evidence of the Defendants.

12. DW 1 Joshua Mwiti Miriti the 1st Defendant testified as DW1, adopted his witness statement and adduced fourteen (14) documents as evidence marked as D. Exhibit 1-14. He stated that he purchased the suit property from the 4th Defendant in 2007 for a consideration of Kshs. 100,000 and had been in possession since then and had even completed putting up a building. He thus prayed for declaration that he was the lawful owner.
13. On cross examination he confirmed that he entered into a sale agreement dated 24th November 2007 with the 4th Defendant and the transfer effected on 26th March 2009. He stated that the 2nd Defendant



confirmed that the suit property belonged to the 4th Defendant. He confirmed that he received a letter from the 2nd Defendant dated 27th March 2008 asking him to stop any construction but when he visited their offices, he was given a go ahead to finish the construction which he did and completed payment of the purchase price in 2009. He indicated that one had to have documents from Kwa Ndege Self Help group before registering them with the 2nd Defendant. He pointed out that there was never a meeting held between him, the Plaintiff and the 2nd Defendant.

14. On re-examination he stated that at the time of the purchase, there was no dispute. The dispute arose when he started carrying out construction works on the suit property, which he stopped as asked by the 2nd Defendant but they later gave him a go ahead and he completed the construction. He indicated that Kwa Ndege self-help group was selling plots of land on behalf of the 2nd Defendant and they also confirmed that he was the owner. He became a member of Kwandege on 26th March 2008 upon transfer of the suit property to him. He opened an account with the 2nd Defendant and made payments for the suit property.
15. DW2, was Tobias Ombado who worked as a loans officer at the 2nd Defendant's Tenant-purchase scheme department. He adopted his witness statement as part of his evidence in chief. He stated that they manage agreements between the 2nd Defendant and purchasers as well as sale transactions of plots in Tassia II and III Estates owned by the 2nd Defendant. He further stated that the said estates had been grabbed by squatters who NSSF got orders to evict. However, the then MP David Mwenje approached the 2nd Defendant and asked it to register the squatters as owners upon purchase. The squatters had an association known as Kwa Ndege Self-Help group which was in charge of allocating the plots to them.
16. He indicated that the Plaintiff was allocated plots B71 and B74 which he bought from Kwa Ndege and plot B74 was registered as Block 97/1133 and a receipt issued. In 2005 the 2nd Defendant engaged a surveyor to confirm the plots on ground and new numbers were issued. Block 97/1133 was renamed to 97/1181/74 Account 37310511 and the owner paid for it. However, B71 was not in their records and was not registered by them. He confirmed that on 17th April 2007 they received a complaint from the Plaintiff that his plot B71 had been allocated to the 4th Defendant by Kwandege self-help group and they wrote to the 4th Defendant to stop any developments. However, the later realised that the said plot had nothing to do with them and it seemed that it was Kwandege who had done the allocations and the 2nd Defendant had no control over the group's affairs. As such, he stated that the Plaintiff should have sought remedy from the group and not the 2nd Defendant who was wrongly joined in the suit and should be dismissed.
17. On cross examination he stated that the said Ruth Kaloki did not have any proprietary rights to sell the suit property and neither did Kwandege adding that they did not get any documents in relation to the said plot. He stated that the 4th Defendant was allotted the suit property before the Plaintiff who rightfully transferred it to the 1st Defendant. He confirmed that the dispute between the Plaintiff and the 4th Defendant over the suit property was not resolved. He also confirmed from record and documents adduced by the Plaintiff that "It appears that plots B71 and B74 were to be merged." He also confirmed that the 4th Defendant came into the picture on 27th November 2007 and there was a possibility he registered B71 with the 2nd Defendant. He also paid Kshs. 45,000.
18. On re-examination he stated that the Plaintiff's name appeared on Kwa Ndege's register but not on the 2nd Defendant's records affirming that the suit property belonged to the 4th Defendant based on a letter from Kwandege to the 2nd Defendant indicating that the 4th Defendant ought to be registered. And the plot was then transferred to the 1st Defendant.
19. At the close of the oral testimonies, parties tendered final written submissions.



The Plaintiffs Submissions.

20. Counsel for the Plaintiff's in their submissions rehashed the background of the suit and stated that the Plaintiff had evidenced beyond reasonable doubt how he acquired the suit property. Counsel submitted that by the time the 4th Defendant claimed to have purchased the suit property in 2007, he was already in occupation and was paying the purchase price from 2002, adding that said purchase by the 4th Defendant was stopped by the 2nd Defendant. Therefore, the sale of the suit property to the 1st Defendant by the 4th defendant was fraudulent and illegal and there was a dispute involving it which would have been discovered had he conducted due diligence. As such he could not claim to be an innocent purchaser for value because the 4th Defendant did not have good title to pass adding that the plot having been allotted to the Plaintiff was not available for allotment to any other person as was held in Eunice Wairimu Kuria vs Norman Mutuota & 2 others (2020) eKLR. And even if allocation to the 4th and 1st Defendants was regular, the first in time should prevail as was held in Eunice Wairimu Kuria vs Norman Mutuota & 2 others (supra). Counsel also submitted that the 1st Defendant did not adduce a chronology of how he became the owner of the suit property questioning authenticity of the documents and receipts produced by the 1st Defendant and made reference to Munyu Maina vs Hiram Gathitha Maina.
21. Counsel went on to submit that the 2nd Defendant's witness acknowledged that the Plaintiff purchased plots B71 and B74 but only one file was opened for B74 and plot B71 was not in their records as belonging to the Plaintiff but did not state to whom it belonged to. He also submitted that it was on record that the 3rd Defendant tried to allocate the Plaintiff another plot as compensation querying that if the Plaintiff was not the registered owner of the suit property why would the 3rd Defendant offer an alternative plot?
22. Counsel further submitted that fraud could be inferred from the conduct of the defendants based on the documents adduced that were clearly not adding in terms of reference numbers and dates as outlined and the alleged transfer should be annulled and the Plaintiff granted orders sought.

The 1st and 2nd Defendants' Submissions

23. Counsel for the 1st Defendant submitted that the Plaintiff's claim should fail because he had not adduced a written agreement to prove purchase of the suit property as per Section 3(3) of the [Law of Contract Act](#). Hence, he had no valid claim against the suit property. Counsel also submitted that the Plaintiff did not prove the allegation of fraud as was held in Kuria Kiarie & 2 others vs Sammy Magera (2018) eKLR as such the claim should fail.
24. Counsel went on to submit that the 1st Defendant purchased the suit property from the 4th Defendant who was recognised as the rightful owner of the suit property by the 2nd Defendant and was subsequently issued with a Title Deed. It was evident that the 1st Defendant was an innocent purchaser for value without notice citing Lawrence P. Mukiri vs Attorney General & 4 others [2013] eKLR. Counsel concluded that the Plaintiff had not proved his case on a balance as espoused by Sections 107 and 108 of the [Evidence Act](#) and the suit should therefore be dismissed with costs.
25. Counsel for the 2nd Defendant rehashed that the Plaintiff's claim should fail because he did not prove his case against the 2nd Defendant and that there was also no evidence of existence of a contract between the Plaintiff and the 2nd Defendant. Reference was made to Metra Investments vs Captain Mohamed Warrakah and Kirkdale Ltd vs Mount Agencies & Others.



Analysis and determination

26. I have considered the pleadings, the evidence on record, the rival submissions, and the authorities cited. The issues for determination are:
- i. Who is the bonafide owner and proprietor of suit property known as Plot B71 also known as LR No. Nairobi/Block 97/1181/071.
 - ii. What orders should issue?
 - iii. Who should bear costs of the suit?
27. The Plaintiff case is that he purchased the suit property in 2002 from one Ruth Kaluki who was a member of Kwa Ndege Self-Help Group. Adduced as evidence is an acknowledgement dated 11th December 2002 by the said Ruth Kaluki of receipt of Kshs. 220,000 from the Plaintiff being payment for plots B71 and B74 of Kwa Ndege Self- Help Group. There are also two Plot Identification Certificates dated 11th December 2002 for plot B74 as registration number 1800 as well as receipts for registration of plots B71 and B74 dated the same 11th December 2002. There are other assortment of receipts of payments to the 2nd Defendant but in respect of several plots.
28. There is a letter dated 4th May 2007 from the Plaintiff to the 3rd Defendant who is allegedly the Chairperson of Kwa Ndege Self Help Group in which the Plaintiff states:
- REF: The Documents Proving My Onwership For Plot No. B71 (Tassia III)
- Kindly receive the documents for the above purpose which you asked me yesterday to forward them to you through Mr. Ouma.
- It is important for you to note that I am not willing to be relocated. I purchased the two plots on the basis that they were joint corner plots and the location is commercially viable. One of the documents enclosed is the drawings for my proposed structure...
29. There is another letter dated 23rd April 2007 to the 2nd Defendant with a stamp acknowledging receipt which further states:
- Statement Concerning My Ownership For Plot No. B71 (Tassia Iii) Which Is Merged With Plot No. B74 As Contained In Nssf File No. 37103071, Tassia III 97/1181/074
- ...
- I had initially bought four plots with NSSF and I have receipts from Kwa Ndege... I later registered the four plots with NSSF and I have receipts (attached) and I became the owner through the registration... I filled forms for four plots, NSSF advised me that two of my plots one of which was a corner plot. They told me that they would merge the two plots to become one under a single file number, which they indicated on one of the two forms ... as they indicated “merger Plot B71 and B74”... They told me my two plots had been merged as one under a single file number... The merger idea came from NSSF...
30. There are subsequent letters dated 17th April 2007 from the Plaintiff asking the 2nd Defendant to help him recover his plot B71 from the 4th Defendant; a letter dated 30th May 2007 from the 2nd Defendant to the 4th Defendant asking him to stop any development until the matter is amicably resolved; letter dated 27th March 2008 from the Plaintiff reporting that the 1st Defendant was claimed to be the new owner and was undertaking developments on the suit property; a response dated 27th March 2008 from



the 2nd Defendant to the 1st Defendant stating, “Please refer to our last meeting on 25th March 2008 between, the Fund staff, Mr. Kasanga and yourself. It was agreed that no development should take place on the plot until the dispute is sorted out. Kindly stop any further development on the plot until further notice.”

31. The doctrine of he who alleges must prove cannot be overemphasised as per Sections 107 to 109 of the *Evidence Act*. The Plaintiff has claimed to be owner of the suit property and from the foregoing has put forth evidence to support his claim.
32. The 1st Defendant contested the Plaintiff's claim stating that he purchased the suit property from the 4th Defendant in 2007 and adhered with the set conditions including registering it with the 2nd Defendant. He produced a sale agreement between him and the 4th Defendant dated 24th November 2007 and a plot identification card issued to the 4th Defendant dated 20th March 2001 as registration number 1517 and transferred to him on 26th March 2009 as registration number 1613. He then started developing it. He confirmed that he was asked to stop the construction but was later given a verbal go ahead by the 2nd Defendant. There was no evidence adduced to confirm this alleged approval to continue with the construction. The credibility of DW1 is also questioned because he testified and denied ever having a meeting between himself, the Plaintiff and the 2nd Defendant but it is on Plaintiff's record vide the letter dated 27th March 2008 from the 2nd Defendant addressed to him that the said meeting took place.
33. The 2nd Defendant through its witness DW2 confirmed and supported the Plaintiff's assertion that they claimed ownership of the entire land (Tassia) sometime in 2004. He testified that the land had been grabbed by squatters and they got a court order to evict them. However, the then Member of Parliament urged them not to evict the squatters but have an amicable resolution such as selling them the said land. This was agreed and the squatters through the Kwandege Self-Help Group were to regularise their 'ownership' with the 2nd Defendant. Therefore, from 2004 all plots of land sold by the said Kwandege had to be registered with the 2nd Defendant. DW2 confirmed that the Plaintiff had purchased plots of land with them but the suit property B71 was not in their records as belonging to the Plaintiff but it belonged to the 4th Defendant who transferred it to the 1st Defendant noting that they received a notification from Kwandege to register the 1st Defendant as the owner of the suit property. He confirmed that sometime in 2007, the Plaintiff raised a compliant regarding the 4th Defendant's trespass on to the suit property but the dispute was never resolved. He went on to state that the Kwa Ndege Self- Help Group was the group tasked with selling and allotting purchasers plots on ground and the 2nd Defendant was only tasked with registering and regularising the allotment undertaken by the said Kwa Ndege. Therefore any disputes on allotment issues should be addressed by Kwandege and not the 2nd Defendant.
34. From the foregoing, it is not in dispute that the same property was allotted to two different people. The Court of Appeal in *Richard Kipkemei Limo v Hassan Kipkemboi Ngeny & 4 others* [2019] eKLR held:

On our part, we have considered whether the two certificates of title that were issued over the suit property are a case of double allocation. Double allocation arises when there are two or more otherwise valid certificates of title issued erroneously and in good faith by the lands office. When there is fraud, misrepresentation, deliberate mistake, irregularity or unlawfulness in the procedure for registration, double allocation does not arise. The 1st respondent has demonstrated the procedure and root of title that he followed to obtain title to the property... This Court has often times stated that when a certificate of title is under



challenge, the root of title must be proved. The lawfulness of the acquisition of title must be demonstrated to oust the provisions of Article 40 (6) of *the Constitution*...

35. From the above decision, the court elaborated that for double allocation to arise, allocation must be erroneous and in good faith. The evidence on record shows that Plot Identification Certificate for the Plaintiff is registration number 1800 dated 11th December 2002. The plot identification certificate issued to the 4th Defendant dated 20th March 2001 is registration number 1517 and was transferred to the 1st Defendant on 26th March 2009 as registration number 1613. It beats logic how the registration number in 2002 was 1800 but 1613 in 2009. Nonetheless, it is on record that the Plaintiff attempted to have the issue of the allocation resolved all the way from 2007 when the 4th Defendant entered the suit property but as testified by the 2nd Defendant, this dispute was not resolved. The 4th Defendant's plot identification card might have been the first in time, but there is no evidence that the same was registered with the 2nd Defendant as required. However, the Plaintiff has evidenced that he registered plot B71 with the 2nd Defendant. This should have rendered it unavailable for allotment to other persons. "... an allottee having been allotted land by the Commissioner of Lands and duly paid all the stand premiums and other related charges, is considered to have acquired rights over such land, which thereafter rendered it unavailable for allocation to other persons or entities... there is nothing to show that prior to the payment that the allotment was at anytime cancelled..." Swaleh Mohamed Waziri & 3 others v Houd Mohmoud Athman & another [2020] eKLR
36. The 2nd Defendant further stated that it had no records of plot B71 but there could be a possibility that the lack of records for plot B71 was because it had been merged with plot B74. But it received a letter from Kwa Ndege asking it to register the 1st Defendant which it did. Even assuming the allotment to the 4th Defendant in 2001 was regular, the fact is, the suit property was sold off to the 1st Defendant without resolving the complaint of its legality and regularity as raised by plaintiff. It is also on record that the 3rd Defendant through Kwandege attempted to give the Plaintiff another piece of land in place of the said B71. This court is in agreement with Counsel for the Plaintiff's submissions that on what grounds was Kwa Ndege offering the Plaintiff another piece of land if he was not entitled to B71? The 1st Defendant's development of the suit property being well aware of the dispute was also not undertaken in good faith.
37. From the foregoing, this court is satisfied that the Plaintiff has demonstrated that he legally acquired plot B71 as was held in *Munyu Maina vs Hiram Gathiha Maina* [2013] eKLR:
- “We state that when a registered proprietor's root of title is under challenge, it is not sufficient to dangle the instrument of title as proof of ownership. It is this instrument of title that is in challenge and the registered proprietor must go beyond the instrument and prove the legality of how he acquired the title and show that the acquisition was legal, formal and free from any encumbrances including any and all interests which need not be noted on the register.”
38. The Plaintiff sought damages but did not indicate a figure. Having determined that the Plaintiff is legally entitled to the suit property, this court has the discretion to award general damages as compensation for the loss and damage incurred taking into account the principle of comparable award for comparable injuries as was held by the Court of Appeal in *Simon Taveta v Mercy Mutitu Njeru* [2014] eKLR. *Majanja J. in Odinga Jacktone Ouma v Moureen Achieng Odera* [2016] eKLR also stated "... General damages are damages at large and the court does the best it can in reaching an award that reflects the nature and gravity of the injuries. In assessing damages, the general method of approach



should be that comparable injuries should as far as possible be compensated by comparable awards..”
This court therefore deems it fit to grant the Plaintiff an award of general damages of Kshs. 500,000.

39. In conclusion I find that the plaintiff has proved his case as against the defendants on a balance of probabilities.
40. According Judgement is entered for the plaintiff against the defendants as follows;
- a. That a declaration is hereby issued that the plaintiff is the lawful owner of the suit property Plot B71 now known as LR. NO. Nairobi/Block 97/1181/071 Tassisa II and that the Chief Land Registrar is directed to cancel the allocation of the 1st Defendant or any other person as the registered proprietor and the plaintiff be registered as the proprietor within one hundred and twenty (120) days from the date of this judgement.
 - b. That a permanent injunction is hereby issued restraining the defendants by themselves, their agents and/or servants from trespassing on, remaining or leasing, hiring, pledging, selling, constructing any structures on and/or interfering or dealing with the suit property known as LR No. Nairobi/Block 97/1181/071 Tassia II or interfering with the Plaintiff’s quiet possession thereof.
 - c. That the 1st defendant is hereby directed to pull down , and or demolish and remove the structures together with parcel as rubbles, sand and other offending materials from Nairobi Block 97/1181/071 Tassia II, within one hundred and twenty (120) days from the date of this judgement.

In default, the plaintiff be at liberty to demolish the same at the 1st defendant’s expense.
 - d. General damages for trespass Kshs.500,000/=
 - e. That an order of Specific Performance is hereby issued directing the 2nd defendant to register the plaintiff as the e owner of the suit property.
 - f. That the costs of this suit be borne by 1st and 2nd defendants.

DATED, SIGNED AND DELIVERED VIRTUALLY AT KAJIADO THIS 12TH DAY OF OCTOBER 2023.

L. KOMINGOI

JUDGE.

In The Presence Of:

Mr. B.M Musyoki for the Plaintiff.

Mr. Narangwi for the 1st Defendant.

Mr. Simiyu for Mr. Mbogo for the 2nd Defendant.

N/A for the 3rd, 4th Defendant.

Court Assistant – Mutisya.

