



**BGK v SMO & another (Environment & Land Case E001 of 2021)
[2022] KEELC 12697 (KLR) (6 June 2022) (Judgment)**

Neutral citation: [2022] KEELC 12697 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NYAMIRA
ENVIRONMENT & LAND CASE E001 OF 2021**

JM KAMAU, J

JUNE 6, 2022

BETWEEN

BGK PLAINTIFF

AND

SMO 1ST DEFENDANT

LO 2ND DEFENDANT

JUDGMENT

1. This suit was commenced by way of a plaint dated September 20, 2021 where the plaintiff claims that he was the 1st defendant's husband married under the christian Marriage Act in the year 2004 while the 2nd defendant is the 1st defendant's brother and therefore the plaintiff's brother-in-law. It is the plaintiff's averment that in March 2017 the couple purchased LR No West Mugirango/Siamani/xxxx which was registered in the name of the 1st defendant and that both contributed to its development after constructing a home where to date the plaintiff lives. However, on July 20, 2021 the 1st defendant fraudulently transferred the suit property to the 2nd defendant. The fraud was demonstrated by not disclosing to the Land Control Board and the Land Registrar that the plaintiff had an interest in the property and that the property was matrimonial and also without seeking his consent. The plaintiff therefore prays for judgement for the following: -

- “(a) pending the hearing and determination of this suit an order do issue against the defendants, jointly and severally, restraining them, their agents or servants from in any way interfering with the plaintiff's quiet possession of the suit property comprised LR West Mugirango/ Siamani/xxx.
- (b) An order be issued declaring the transfer of LR West Mugirango/ Siamani/ xxxx by the 1st defendant to the 2nd defendant null and void and the Land Registrar Nyamira county be directed and ordered to restore the registration



of title to the suit property LR West Mugirango/Siamani/xxxx, to the names of the 1st defendant.

- (c) An order do issue declaring LR West Mugirango/Siamani/xxxx matrimonial property as between the plaintiff and the 1st defendant.
- (d) Cost and interests of this suit be borne by the defendants jointly and severally.
- (e) Any other relief that this honourable court may deem fit and just to grant.”

2. The averments above were backed up by the accompanying statement dated September 20, 2021 where the plaintiff further states that on June 3, 2021 the 1st defendant left the matrimonial home and on August 26, 2021 he received a notice from the 2nd defendant’s Advocate Koech Chepkurui & Associates demanding that he vacates the suit property. The letter was copied to the OCS Nyamira police station.

3. On their part, the defendants filed a joint statement of defence where they denied the entire claim generally and in particular that the plaintiff had any interest in the suit property and in their counter-claim they aver that the 1st defendant and plaintiff lived on land parcel number North Mugirango/Ikonge/xxxx registered in the plaintiff’s late grandfather’s (Kobabe Riochi’s) land since 2004 and that the suit property was purchased by the 1st defendant in 2017 from one Justice Omandi Oronge who transferred it to her after she paid to him the entire agreed consideration of Kshs 1,250,000/= alone without any contribution whatsoever from the plaintiff. The plaintiff was present and even attested the execution of the sale agreement. She later put up a residential house on the suit land after getting the requisite approvals from the relevant authorities. She proceeds to say that she left the plaintiff on the suit property when the latter made her life very miserable and impossible and then had the suit land LR No West Mugirango/Siamani/xxxx transferred to the 2nd defendant in exchange for parcel number Soy/Soy block xx (Navillus/xxx) situate in Uasin Gishu county and the plaintiff was duly notified of the changes in the ownership of the suit property but that notwithstanding the plaintiff has been adamant and has refused to vacate the suit land and by way of a counter-claim both defendants seek the following prayers: -

- “(a) A declaration that the 2nd defendant (now plaintiff) is the absolute registered proprietor of LR West Mugirango/Siamani/xxxx and the plaintiff’s (now defendant’s) adamant refusal to deliver up vacant possession, use, occupation thereof to the 2nd defendant (now plaintiff) is illegal, irregular and unjustifiable.
- (b) The court be pleased to issue an order for the eviction of the plaintiff (now defendant) from the suit land LR No West Mugirango/Siamani/xxxx and which eviction order may be executed by auctioneer or court broker that the 2nd defendant (now plaintiff) may appoint.
- (c) The court be pleased to further order the OCS of Nyamira police station to supervise the eviction and provide adequate security to the auctioneer/court broker and further ensure that peace and order is maintained during the eviction exercise.
- (d) Any other or further relief the court deems fit to grant.”

4. In her written statement in support of her case, the 1st defendant repeats her averments contained in the defence and counter-claim and adds that she bought some property measuring ¼ acre in 2012 at Kshs 75,000/= from Omwega Omwega which was initially North Mugirango/Ikonge/xxx situate in Nyagokiani. She got a loan from Gubogi Co-operative & Credit Savings Ltd. She also bought the suit



land in 2017 for which she paid the consideration in full on March 1, 2017. At the time of her marriage she was then a secretary with [particulars withheld] Secondary School before joining [particulars withheld] county government in 2014 as an Office Administrative Assistant where she also secured employment for the plaintiff as an Enforcement Officer III in February 2016. After completion of the home on the suit property, both agreed to move to the residential home therein to which the plaintiff had not contributed a penny. After life became so difficult between the couple, the 1st defendant left and transferred the suit property to her brother, the 2nd defendant.

5. The 2nd defendant takes up the case from there in his written statement of November 13, 2021 and says that he was aware that the 1st defendant stood the danger of being killed by the plaintiff should they have continued living together under the same roof and his sister had to seek refuge in a rental house despite being the sole owner of the suit property. Both defendants therefore agreed to exchange their respective properties which they did above board but the plaintiff has refused to appreciate this change and move out. In his reply to counter-claim the plaintiff denies all the averments in the counter claim and repeats the contents of the plaint.
6. In his evidence in chief, the plaintiff adopted his written statement of September 20, 2021 and added that he has lived on the suit property since September 2018 as the 1st defendant's husband. He testified that they jointly bought the suit property in 2017 and put up a house. He contributed Kshs 370,000/= on September 15, 2017 by clearing the 1st defendant's loan with Mwalimu SACCO which the latter had been advanced. He also paid the fundis and bought some unsubstantiated materials besides carrying out the wiring work in the house, painting works, paying the masons and buying part of the sand that was used. But he added that the 1st defendant contributed more than him. He further testified that on June 3, 2021 the 1st defendant deserted him only for the latter's brother to write to him asking him to vacate the suit premises. He however could not act in the notice for he believes that the property is jointly owned by him and the 1st defendant. He then produced documents to support his claim i.e: -
 1. Mapatano ya ndoa – Evangelical Lutheran Church in Kenya.
 2. Memorandum of sale agreement.
 3. Certificate of official search.
 4. A certificate of the green card.
 5. Notice to vacate.
 6. Receipts and bank transfers.
 7. Certificate of birth.
 8. Copy of imprest warrant dated August 25, 2020 together with the request form.
 9. Payment voucher together with supportive documents in favour of the 1st defendant.
 10. Payment voucher of Kshs 260,000 dated October 18, 2019.
 11. Payment voucher of Kshs 258,000 dated October 18, 2019 together with the supporting documents.
 12. Bundle of receipts dated October 5, 2020.
 13. A bundle of county cess official receipts for transport of construction bricks dated May 25, 2017 June 28, 2017, June 29, 2017 and July 20, 2017 in favour of the plaintiff.



7. On cross examination by Ms Koech for the defendants, the plaintiff said that his marriage with the 1st defendant was solemnized in 2004 and the property purchased in 2017, 13 years later. Before the purchase of the property, the couple was living in his grandfather's house at Bonyakori which was ancestral land. He admits that he never contributed a coin for the purchase of the property but that the entire purchase of Kshs 1,250,000/= was all paid by the 1st defendant. He says that he was taking care of their children's education. Their agreement was that he would help clear the loan and since they were a couple, they did not put this agreement in writing. He was comfortable with land being in the plaintiff's name, he lives in the house alone and their 3 children are with the plaintiff. He said that he has not brought another woman in the house and that he has never threatened to kill the 1st defendant. He is not also aware of the transfer. On re-examination, Mr Kebaso said he has been meeting their 3 children, paying for their school fees and that it is his prayer the suit land reverts to the 1st defendant. He concluded his evidence saying that he has no document to show the ownership of the ancestral land.
8. The 1st defendant adopted her statement dated November 13, 2021 as her evidence in chief and described herself as a Senior Office Administrative Assistant with the county government of Nyamira. She said that she bought LR No West Mugirango/Siamani/xxxx on March 1, 2017, bought building materials, met the construction costs of the house thereon where she has since lived with the plaintiff since they relocated from the plaintiff's ancestral land. But her husband, the plaintiff, became wild and in September 2019 when the plaintiff threatened to kill her, she moved out, reported the matter to the police and later decided to transfer the suit land together with the house thereon to his brother, the 2nd defendant in exchange for LR No Soy/Soy block xx (Navillus)/xxx.
9. On cross examination by Mr Moturi for the defendants, Ms Mongina said that she tried to reconcile with the plaintiff in vain, she was earning more than her husband but that this did not stress the marriage. She said that after the second threat to her life by the plaintiff in 2021 the latter was summoned by the police at Nyamira and asked to hand over the keys to the house on the suit property to the 1st defendant but he failed to do so and the 1st defendant had no choice but to file the instant suit. She further said that the exchange for the Soy/Soy block xx (Navillus)/xxx took place on July 19, 2021. She added that there were bananas, sugar cane and other crops on the suit land which she doesn't know whether they are still on the land. On re-examination by her counsel, Ms Koech, the 1st defendant said that she exchanged the suit property with her brother to avoid problems with the plaintiff since she was not ready to go back there but that the plaintiff was free to join her in the Soy/Soy property.
10. Dw2, the 2nd defendant also adopted his statement of November 13, 2021 as his evidence in chief. He said that the suit property is registered in his name which he got from the 1st defendant in exchange for his Soy/Soy/xxx and an agreement was signed for the transaction. He concluded his evidence in chief by saying that he wanted to occupy the suit property immediately but that the plaintiff has refused to vacate. He said that the Soy/Soy is developed with permanent buildings including rental houses. On cross examination by Mr Moturi, the 2nd defendant said that his co-defendant and the plaintiff have had a strained marriage and that he wanted his sister to have peace of mind, he was not sure the marriage was still subsisting but he still recognized the plaintiff as his brother-in-law. On re-examination, the 2nd defendant said the Soy/Soy/909 was registered in his name on November 19, 2008 but that he had bought it in 2002 from one Margaret Njeri Wanjiku but it was now in the 1st defendant's name.
11. At the close of the case, I invited counsel for the parties to put in their written submissions but at the time of retiring to write my judgement only the plaintiff's submissions had been filed.
12. Having gone through the evidence in this case I proceed to analyze the facts of the case as I understood it.



13. It is not in dispute that the plaintiff and the 1st defendant were and are still husband and wife respectively. At least in paper. The 2nd defendant is therefore the plaintiff's brother-in-law. It is also factual that the suit property, LR No West Mugirango/Siamani/xxxx was bought at Kshs 1,250,000/= by the 1st defendant alone and the plaintiff witnessed the sale. We shall come back to the issue of whether the plaintiff offset the outstanding loan of Kshs 370,000/= in favour of the 1st defendant later.
14. Evidence was brought to court that the 1st defendant transferred the suit land to his brother, the 2nd defendant on July 28, 2021 in exchange for the latter's Soy/Soy block xx (Navillus)/xxx and the suit land is today in the name of the 2nd defendant but the plaintiff is still occupying the same in spite of having been told to move out. Whereas the 1st defendant has shown the court how she purchased the suit property and developed it substantially, the plaintiff has failed to demonstrate how he contributed to either the purchase of the property and/or the development of the same. Among the documents he produced was the marriage agreement christened in Kiswahili as Mapatano ya Ndoa dated January 19, 2004. The marriage is not in doubt. He also produced copies of birth certificates in respect to Linda Kwamboka (December 27, 2011 and Gorgeous Moraa (November 4, 2014).
15. In the memorandum of sale agreement dated March 1, 2017 which he has produced, the plaintiff appears only as a witness, the 2nd witness out of 5 others. The purchaser of the 0.067hectares of LR No West Mugirango/Siamani/xxxx is clearly one Stella Mong'ina Otworu, the 1st defendant. The plaintiff is nowhere mentioned as a co- or joint owner. He has also produced a copy of the official search dated August 26, 2021 showing that the property as at that date belonged to Otworu Lawrence, with himself as a cautioner claiming beneficiary interest. The green card he produced also shows the above position. He then produced the demand letter from the firm of Koech Chepkurui & Associates, Advocates dated August 26, 2021 demanding that he vacates the suit land. The next batch of documents produced by the plaintiff are what he calls Benard Kebaso Guto expenditure for building construction resident at Nyamaiya starting November 16, 2017. The same is full of alterations. Finally, he then tenders a 3-page RFT template of account number xxxx christened "Mwananchi account" from Nyamira branch. Curiously enough the same does not show from what bank it is generated. Secondly, the Kshs 370,000/= which I believe is crucial for the plaintiff's case does not indicate the destination of the funds. It only says account to account transfer on September 16, 2017. What was the difficulty in getting a letter from the bank showing the destination of the funds. The plaintiff does not also explain why he could not produce the RTGS or any transfer documents for the funds. Failure to do so speaks volumes. All the documents above, save proving a family relationship, are self-defeating. At the very least, the plaintiff should have shown receipts for the items he claimed to have bought for the construction of the house or call the mason, electrician and other people he claims to have paid for the construction of the house to testify in court. He could not even raise one receipt of anything he bought. Worse still, he did not demonstrate to the court that he paid any school fees for any of their children to at least demonstrate some indirect contribution.
16. Coming to the documents produced by the defendants in support of their case, namely
 1. Copy of certificate of official search for land parcel LR No West Mugirango/Siamani/xxxx.
 2. Copy of title deed for land parcel LR No West Mugirango/ Siamani/xxxx.
 3. Copy of extract of register (green card) for land parcel LR No West Mugirango/Siamani/xxxx.
 4. Certified copy of minutes for the Nyamira Township Land Control Board held on July 15, 2021.
 5. Copy of certificate of official search for land parcel North Mugirango/Ikong/xxx.



6. Copy of title deed for land parcel Soy/Soy block xx (Navillus)/xxx.
 7. Copy of the 1st defendant formal statement dated January 10, 2020.
 8. Copy of demand notice dated August 26, 2021.
 9. Copy of agreement dated July 19, 2021.
 10. Copy of minutes of arbitration meeting dated December 30, 2019.
 11. Certified copy of the 1st defendant personal current account statement for Family Bank for the period between January 29, 2018 to January 2, 2019.
 12. Copy of 1st defendant KCB Bank statement for March 1, 2017.
 13. Copy of KCB application for fund transfer of Kshs 350,000/= dated March 1, 2017.
 14. Copy of land sale agreement for land parcel West Mugirango/Siamani/7520 dated March 1, 2017.
 15. Copy of proposed residential building by Arch-Spectra consultants dated November 6, 2017.
 16. Copy of 1st defendant Mwananchi account No xxxx for the period between August 16, 2017.
 17. Copy of appointment letter for the plaintiff dated February 16, 2016.
 18. Copy of bundle of 1st defendant's cash payment voucher No 155 294, 137, 258 issued by Gubogi Co-operative Saving & Credit Society Limited.
 19. Copy of bundles of copies of extract of list of items and/or orders made to Boflos Enterprises by the 1st defendant.
 20. Copy of 1st defendant personal current account statement for KCB Bank account Noxxxx dated August 26, 2021.
 21. Copy of Nyamira police station occurrences book extract of 09/21/10/2019.
 22. Copy of Nyamira police station occurrences book extract of 45/23/6/2021.
17. The defendants have produced as exhibit No 1 the evidence of official search showing the suit land as being in the name of the 2nd defendant, abstracts of title showing the history of the ownership of LR No West Mugirango/Siamani/xxxx from Justus Omandi Orengge who sold it to the 1st defendant to the current ownership by the 2nd defendant and with a restriction in favour of the plaintiff, the minutes from Nyamira Township Land Control Board held on July 15, 2021 which gave consent of transfer to her; a certificate of official Search dated April 25, 2021 in respect of North Mugirango/Ikongge/xxx, a copy of title deed issued on November 3, 2021 at Eldoret District land registry in respect to Soy/Soy block 10 (Navillus)/909, demand letter dated August 26, 2021 from the defendants' advocates to the plaintiff asking him to vacate the suit land. There is a sale agreement between the 1st defendant and Justus Omandi Orengge dated March 1, 2017 in respect to the purchase of LR No West Mugirango/Siamani/7520 in favour of the 1st defendant and a mutual agreement of exchange of property between the defendants in respect of the suit property and Soy/Soy block xx (Navillus)/xxx. The same is dated July 19, 2021. It appears there was arbitration between the plaintiff and the 1st defendant on December 30, 2019 and a copy of the resolution is one of the documents produced by the 1st defendant. The 1st defendant went ahead to produce both statements from her Family Bank account number xxxx Mwananchi Account Kisii branch in the name of Stella Mongina Otworri which shows credit and



debit entries for the years 2017 to 2019 (inclusive), approved construction plans, application of funds, transfer of Kshs 350,000/= to Justus Omandi Orege on March 1, 2017 indicating the purpose of payment as land purchase, a number of loans advanced to the 1st defendant –Kshs 25,500/=, Kshs 75,000/=, Kshs 25,000/=, Kshs 50,000/=, Kshs 50,000/=, Kshs 163,400/=, Kshs 19,798.20, closing balances of her shares in Gusii Mwalimu SACCO Society Limited and her account statement in Kenya Commercial Bank, Nyamira branch dated August 26, 2021. This evidence is so overwhelming to the effect that the suit property was not only purchased by the 1st defendant but also developed by herself. These are the facts that came out of the evidence in court. What beats me is how the 1st defendant is so organized as to keep all these records intact. It is even more amazing that she was able to get these documents in spite of the hasty manner in which she left her house under the threat of being killed by her husband which she has produced proof of in the copies of police station occurrences book extract referenced 9/21/10/2019 and 45/23/6/2021.

18. Under article 40 of the *Constitution* of Kenya, 2010 under the title protection of right to property:

- “1. Subject to article 65, every person has the right, either individually or in association with others, to acquire and own property—
- (a) of any description; and
 - (b) in any part of Kenya.
- (2) Parliament shall not enact a law that permits the State or any person—
- (a) to arbitrarily deprive a person of property of any description or of any interest in, or right over, any property of any description; or
 - (b) to limit, or in any way restrict the enjoyment of any right under this article on the basis of any of the grounds specified or contemplated in article 27(4).
- (6) The rights under this article do not extend to any property that has been found to have been unlawfully acquired.”

19. Under article 45 of the *Constitution* of Kenya, 2010 with the title “family”

- (3) Parties to a marriage are entitled to equal rights at the time of the marriage, during the marriage and at the dissolution of the marriage.

Article 60 of the *Constitution* on principles of land policy:

1. Land in Kenya shall be held, used and managed in a manner that is equitable, efficient, productive and sustainable, and in accordance with the following principles—
- a. equitable access to land
 - f. elimination of gender discrimination in law, customs and practices related to land and property in land;

20. Historically, the doctrine of coverture applied where once married, a woman could not enter into a contract or sue and be sued in her own name. Upon marriage, a woman’s legal existence as an individual was suspended. This is no longer the position.

21. Under section 9 (4) of the *Land Registration Act*, 2012, equal status of spouses:

Despite any other law, a married woman has the same rights as a married man—



- a. to acquire, administer, hold, control, use and dispose of property whether movable or immovable;
- b. to enter into a contract; and
- c. to sue and be sued in her own name.

22. Section 9(9) of the *Land Registration Act*, 2012, on acquisition of interest in property by contribution provides that:

“Where one spouse acquires property before or during the marriage and the property acquired during the marriage does not become matrimonial property, but the other spouse makes a contribution towards the improvement of the property, the spouse who makes a contribution acquires a beneficial interest in the property equal to the contribution made.”

Section 13 of the Act on separate property of spouses states:

“Subject to this Act and any agreement between the spouses before the marriage, marriage does not affect the ownership of property other than matrimonial property to which either spouse may be entitled, or affect the right of either spouse to acquire, hold or dispose of any such property.”

Section 17, action for declaration of rights to property is to the effect that:

- “(1) A person may apply to a court for a declaration of rights to any property that is contested between that person and a spouse or a former spouse of the person.
2. An application under subsection (1)—
 - a. shall be made in accordance with such procedure as may
 - b. may be made as part of a petition in a matrimonial cause;
 - c. may be made notwithstanding that a petition has not been filed under any law relating to matrimonial causes.”

23. In *Francis Njoroge v Virginia Wanjiku Njoroge*, Nairobi civil appeal No 179 of 2009; the court observed that:

I think that it would be surreal to suppose that the Constitution somehow converts the state of coverture into some sort of laissez-passer, a passport to fifty percent wealth regardless of what one does in that marriage. I cannot think of a more pernicious doctrine designed to convert otherwise honest people into gold-digging, sponsor-seeking, pleasure-loving and divorce-hoping brides and, alas, grooms. Industry, economy, effort, frugality, investment and all those principles that lead spouses to work together to improve the family fortunes stand in peril of abandonment were we to say the Constitution gives automatic half-share to a spouse whether or not he or she earns it. I do not think that getting married gives a spouse a free to cash cheque bearing the words “50 per cent.”

Thus it is that the Constitution, thankfully, does not say equal rights “including half of the property.”

And it is no accident that when Parliament enacted the Matrimonial Property Act, 2013, it knew better than to simply declare that property shall be shared on a 50:50 basis. Rather,



if set out in elaborate manner the principle that division of matrimonial property between spouses shall be based on their respective contribution to acquisition.”

24. In *Echaria v Echaria* it was held that once property is registered in the name of one spouse then in the absence of any evidence of trust or direct contribution towards the purchase or development by the other spouse, it is presumed that the intention of the parties from the very beginning was to have the properties vested in the registered proprietor absolutely.
25. Having looked at the *Constitution* of Kenya, 2010, the above statutes and case authorities, it is clear that any party in a marriage is free to own property alone. In this case, the plaintiff has not shown that he made any contribution towards either the purchase and/or development of West Mugirango/Siamani/7520 and the court cannot imply any such contribution. Nor has he demonstrated that when the 1st defendant was working towards the purchase of and/or development of the suit property, the plaintiff was busy doing one thing or the other for the good of the family. The assertion of educating the children of the family by the plaintiff has failed as he has not told the court where the children went to school, how much was the school fees he paid and for what period or even when. The plaintiff has not even produced school fees invoices or receipts. He who alleges must prove.
26. Lastly, it needs be known by any man getting into a marriage with a hard-working woman that days are long gone when men would spend the whole day basking in the sun and wandering all over only to come home late in the evening and demand for food. The plaintiff was assisted by the 1st defendant to get a job, was allowed to live in a house put up by his wife but later pays by buying an axe and used it to threaten her life. He paid good with evil. This made the 1st defendant to come up with a well thought scheme of transferring her property with another hard-working Kenyan who happened to be his brother to deal with a situation she felt she could not handle due to her feebleness. It worked and was well within the law:

to acquire, administer, hold, control, use and dispose of property whether movable or immovable; and to enter into a contract.

27. In the case of *Central Bank of Kenya Limited v Trust Bank Limited & 4 others* [1996] eKLR the onus of proof in fraud cases was held as being beyond that of a balance of probabilities but not beyond reasonable doubt. In that case, the court pronounced itself as follows:

The appellant has made vague and very general allegations of fraud against the respondent. Fraud and conspiracy to defraud are very serious allegations. The onus of *prima facie* proof was much heavier on the appellant in this case than in an ordinary civil case.”

28. In the instant case, the plaintiff needed to not only plead and particularize the fraud, but also lay a basis by way of credible evidence upon which the court would make a finding that indeed there was fraud in the transaction leading to the transfer and registration of the suit land in the name of the 2nd defendant. That the defendants were parties to the fraud or had knowledge of it. There was no demonstration of fraud and that in fact the suit land had actually been transferred to the 2nd defendant by its rightful previous owner who was exercising her constitutional rights and who passed a clean Title to her brother and after receiving adequate consideration.
29. This court cannot come to the rescue of someone who has bitten the hand that has fed him all these years and what the plaintiff had hitherto been allowed to enjoy without conditions has now become a “no go” zone. The court is also unable to fault the transfer of North Mugirango/Ikonge/xxxx to the 2nd defendant. The plaintiff’s case therefore fails and the defendants’ counterclaim wholly succeeds as follows:



- a. A declaration be and is hereby made that the 2nd defendant is the absolute registered proprietor of LR West Mugirango/Siamani/xxx.
- b. The court hereby issues an order that the plaintiff forthwith vacates the parcel of land known as LR No West Mugirango/Siamani/xxxx, in default of which the plaintiff be evicted from the suit land LR No West Mugirango/Siamani/xxxx with the eviction being executed by a licenced auctioneer to be appointed by the court which eviction will be supervised by the officer commanding Nyamira police station.
- c. The costs of both the main suit and that of the counterclaim are to be paid to the defendants by the plaintiff.

JUDGMENT DATED, SIGNED AND DELIVERED AT NYAMIRA THIS 6TH DAY OF JUNE 2022.

MUGO KAMAU

JUDGE

In the Presence of: -

Court Assistant – Sibota

Plaintiff’s Counsel – Mr. Ndege holding brief for Mr. Moturi

The Plaintiff and

The Defendants

