



REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT NAIROBI

ELC CASE NO. 462 OF 2012

JAMES MUKURIA NJOROGÉ

(Suing as the Administrator of the estate of the late

NJOROGÉ THIARU.....PLAINTIFF

VERSUS

JOSEPH MURAYA GACHUHI.....1ST DEFENDANT

JORETH LIMITED.....2ND DEFENDANT

THE COMMISSIONER OF LANDS.....3RD DEFENDANT

JUDGEMENT

1. The Plaintiff claimed that his late father, Njoroge Thiaru, was allotted plot number 173 as a shareholder in Thome Farmers No. 5 Limited which later became land reference number 13330/592 (“the Suit Property”). Upon his father’s demise he was appointed administrator of his estate and claimed that the Suit Property was given to him after the distribution of the assets of the estate of his late father. He further claimed that he paid all dues to facilitate the issuance of a title in his name.

2. The Plaintiff averred that the 2nd Defendant illegally transferred the Suit Property to the 1st Defendant through fraud, forgery and misrepresentation. He contended that the transfer could not have been signed by the 2nd Defendant’s director, Mr. Njenga Karume on 12/4/2012 because he was already dead by then. The Plaintiff claimed that he had been deprived of his land and sought an order for the cancellation of the 1st Defendant’s title and his restraint from dealing with the Suit Property.

3. The 1st Defendant denied the Plaintiff’s claim and averred that the Suit Property was initially registered in the 2nd Defendant’s name until he bought it on 26/7/2011 for valuable consideration after conducting due diligence. He maintained that the Suit Property had never been registered in the name of Thome Farmers Number 5 Limited or the Plaintiff’s father and urged that the registration of the transfer in his name was lawful and valid.

4. The 2nd Defendant denied the Plaintiff’s claim. It averred that the Suit Property was initially registered in its name and that it validly transferred the land to the 1st Defendant. It denied that the Suit Property was ever registered in the Plaintiff’s father’s name or that of Thome Farmers Number 5 Limited. The 2nd Defendant contended that the transfer of the Suit Property to the 1st Defendant was properly executed by its directors in November 2011 but there was a delay in its registration and that it was eventually registered in April 2012.

5. The Plaintiff gave evidence. He stated that his late father, Njoroge Thiaru, was a member of a land buying company known as Thome Farmers Number 5 Limited. He claimed that his father was allocated the Suit Property and produced a copy of certificate number 536 issued to Njoroge Thiaru on 29/7/1979 by Thome Farmers Number 5 Limited. He was an administrator of his late father’s estate through a grant issued in **Kiambu Succession Cause No. 116 of 1995**. He produced copies of the grant of administration over his father’s estate and the certificate of confirmation of the grant. He averred that his family bequeathed the Suit Property to him upon his father’s demise and that he took possession of the suit land and leased it as a garage to third parties.

6. He claimed that he made the requisite payments to the 2nd Defendant to enable it process his title over the Suit Property. While he was waiting for his title to be issued, he learnt that a title had been issued to the 1st Defendant without his knowledge. He pointed out that the transfer to the 1st Defendant was executed on 12/4/2012 by James Njenga Karume and Margaret Magugu as the 2nd Defendant’s directors yet Njenga Karume died on 24/2/2012.

7. He also produced a copy of the notice dated 22/7/2005 vide which Joreth Limited invited individuals to take advantage of the consent recorded in **HCCC No. 6206 of 1992 – Joreth Limited v Lewis Kibue and Others**. According to the notice, payments were to be made to Kimani Kahiro Advocates. He produced receipts issued by Kimani Kahiro Advocates dated 28/5/2006 for Kshs. 50,000/=; 2/10/2006 for Kshs. 90,000/=; 3/3/2006 for Kshs. 8,000/=; 3/4/2006 Kshs. 43,000/= and 22/10/2008 Kshs. 34,000/=. The receipts are indicated to be on account of payment for plot number 173 L.R. No. 13330/592. He also produced a schedule of monies remitted to Joreth Limited as at 31/12/2008 which showed the sum of Kshs. 110,000/= against his name as payment for plot number 13330/592.

8. The Plaintiff produced copies of the transfer and certificate of title issued to the 1st Defendant. The transfer was registered on 19/6/2012 and gives the consideration as Kshs. 1,800,000/=. The copy of title shows that the Suit Property was charged to Kenya Women Micro-Finance Bank Limited on 21/1/2015 to secure a loan of Kshs. 30,000,000/=. He also produced a copy of the ruling given by the Court of Appeal allowing his application for injunction and restraining the Defendants from dealing with the Suit Property while this suit was pending.

9. The Plaintiff stated that they were directed to go to Kimani Kahiro Advocates who asked them to pay additional sums of money for the land they were occupying. The Plaintiff stated that he went to Kimani Kahiro Advocates and presented his father's share certificate, his national identity card and the confirmed grant. He stated that he paid Kshs. 275,900/= to Kimani Kahiro Advocates including Kshs. 50,000 which was to be paid to the lands office. He explained that he paid money to Kimani Kahiro Advocates because Thome Farmers No. 5 Limited took the land issue to this law firm.

10. He later stated that he paid Kshs. 234,000 in total to Kimani Kahiro and Company Advocates. He stated that the 1st Defendant used to go to his plot and harass the people on the land. He reported the matter to Kasarani Police Station. By that time his father had died. He was neither given any other notice requiring him to pay any additional money for the plot by the 2nd Defendant nor was he informed that the land would be sold to another person. He reported the matter to the police after the 1st Defendant demolished his worker's house on the land. He maintained that he 2nd Defendant had never communicated to him that the Suit Property was not his.

11. The 1st Defendant gave evidence. He stated that in March 2011 he saw an advertisement on the 2nd Defendant's agent's notice board located at Bruce House advertising some plots for sale. On inquiry he was advised to make an offer if he was interested in the land. He claimed that he visited various plots with the 2nd Defendant's General Manager, Robertson Nderitu. On being shown the plots which were vacant he became interested in the Suit Property and offered to purchase it for Kshs. 10,000,000/=. The 2nd Defendant accepted his offer on 24/3/2011 and requested him to make a deposit of Kshs. 3,500,000/=. He produced copies of his offer and the acceptance by the 2nd Defendant.

12. He stated that he paid Kshs. 1,000,000/= on 1/3/2011 and Kshs. 4,000,000/= on 7/6/2011. He entered into a sale agreement with the 2nd Defendant on 26/7/2011. He produced a copy of the sale agreement which he claimed was executed on 26/7/2011. He paid the balance of the purchase price of Kshs. 5,000,000/= through a bank transfer on 17/8/2011. He stated that the transfer was signed in November 2011 by Njenga Karume and Margaret Magugu as directors of the 2nd Defendant. He stated that he was informed by Kagwe Kamau and Karanja Advocates that they did not date the transfer at the time it was executed and that they dated it around 23/4/2012. The transfer was lodged for registration on 19/6/2012 after payment of stamp duty. The land was registered in his name and the documents forwarded to him by the 2nd Defendant's advocates.

13. The 1st Defendant expressed doubt as to the authenticity of the receipts the Plaintiff relied on in support of the payments he made for the suit land while pointing out that the payments were not made on behalf of the Plaintiff's late father, Njoroge Thiaru. He denied that the Suit Property was ever allocated to the Plaintiff's father. He claimed that he did due diligence and established that the certificate of title over the Suit Property was first issued to the 2nd Defendant on 22/2/2011 and that at the time he purchased the land it belonged to the 2nd Defendant. He denied that the Plaintiff was in possession or operating any business on the land. He denied that he had acquired the Suit Property fraudulently and added that he had three other properties in the area being L.R. Nos. 13330/455, 13330/458 and 13330/466.

14. He stated that he had seen the newspaper advertisement in the *Daily Nation* of 7/4/2006 vide which the 2nd Defendant advertised plots for sale through Kimani Kahiro and Associates Advocates and the list included the Suit Property. He claimed that he was the absolute and indefeasible owner of the Suit Property and deserving of the court's protection. He contended that if indeed the Plaintiff's late father was allocated the Suit Property before he died in 1994, then the Plaintiff need not have made further payments in 2006 towards the purchase of the Suit Property.

15. He produced copies of the sale agreement dated 26/7/2011; the application for bank transfer dated 17/8/2011; and two copies of transfers, an undated one and the second one dated 23/4/2012. He stated that by the time he got the title over the suit land he had paid the full purchase price. He produced an unclear copy of the application for registration of the land together with a copy of the letter dated 13/7/2012 from Kagwe Kamau and Karanja Advocates requesting payment of legal fees for the transfer of the Suit Property. He also produced a copy of the title over the Suit Property which was certified by the Registrar of Titles on 12/7/2012.

16. On cross examination, the 1st Defendant stated that he saw a notice in the newspaper that the 2nd Defendant was selling the Suit Property and looked for its offices and was shown the plot two months before he made the offer. He stated that the 2nd Defendant's offices were at Hughes Building. He also stated that he used to frequent the area and had seen the plot before and had also seen it on the map.

17. He claimed that he was given the completion documents by Kagwe Kamau and Karanja Advocates who were to process the title over the suit land. He testified that he saw Mr. Njenga Karume sign the sale agreement and transfer in the offices of Joreth Limited in Hughes Building. He explained that the Government valued the Suit Property at Kshs. 1,800,000/= after Mr. Njenga Karume had signed the transfer in April 2012. When he was informed by the Plaintiff's advocates that Mr. Njenga Karume died on 24/2/2012, he changed his evidence and stated that Mr. Njenga Karume must have signed the transfer before that date. He stated that he was neither given Mr. Njenga Karume's copy of identity card and PIN or those of Margaret Magugu, nor was he given the 2nd Defendant's certificate of incorporation.

18. He confirmed that he charged the Suit Property to a bank. He explained that the value of the suit land went up after the construction of Thika Super Highway. He did not have a copy of the receipt issued on payment of the stamp duty and explained that his lawyers carried out the transaction. He did not have a legible copy of the application for registration of the transfer. He stated that he paid off the bank loan and added that his title document was with his advocate Mr. Kamotho. He averred that the lands file went missing when he wanted to discharge the charge over the suit land. He maintained that there was nothing on the suit land and that it was not fenced. He added that he purchased three other plots in the same manner through the same advocates, M/s Kagwe Kamau and Karanja advocates. He claimed that the 2nd Defendant was in dire need of money and kept pressurising him to pay for the Suit Property and that Mr. Karume would even go to his house.

19. He explained that when the Plaintiff reported the matter to the police, he was not charged because this was not a police case. He later changed his evidence and stated that completion documents were given to his lawyers and that he was represented by Kagwe Kamau and Karanja Advocates in the transaction. He claimed that he was in possession of the Suit Property and had fenced it.

20. Robertson Nderitu Mwihi, who stated that he was employed by the 2nd Defendant gave evidence. The 2nd Defendant was the registered owner of L.R. No. 13330 which it subdivided into half acre plots including the Suit Property. He confirmed that sometime in 1992 trespassers entered L.R. No. 13330 claiming to have bought plots from Thome Farmers Number 5 Company Limited which he maintained was not related to the 2nd Defendant. The 2nd Defendant filed **HCCC No. 6202 of 1992** seeking to evict the trespassers on its land. The 2nd Defendant agreed to accept payment of Kshs. 200,000/= from the trespassers who had constructed on its land following which a consent was recorded in court for them to pay the sum of Kshs. 200,000/= per plot within 6 months so that they could be issued with title deeds. Some of the Defendants failed to make payment and an advertisement was placed in the *Daily Nation* in July 2005 for the sale of the land. He stated that he was not aware that Njoroge Thiaru alleged to have been a shareholder of Thome Farmers Number 5 Limited ever complied with the notice by paying Kshs. 200,000/= within 30 days as the court had ordered. He maintained that the Suit Property did not belong to Thome Farmers Number 5 Limited.

21. He denied that the Plaintiff had paid any money to Kimani Kahiro and Company Advocates and added that even if this were true, the payment was made outside the six months mentioned in the consent order issued in **HCCC No. 6206 of 1992**.

22. He confirmed that the 1st Defendant bought the Suit Property in July 2011 and produced a copy of the sale agreement. He stated that a transfer was prepared and signed by Mr. Njenga Karume and Mrs. Margaret Magugu on behalf of the 2nd Defendant before the end of 2011. He claimed there was a delay in the registration of the transfer. It was presented for registration by Kagwe Kamau Karanja Advocates sometime in May 2012. He was emphatic that the transfer was not dated at the time it was executed and added that the date was inserted just before it was presented for valuation for stamp duty sometime around 23/4/2012. He maintained that the transfer was legitimate and was lawfully executed by the 2nd Defendant which transferred its rights in the suit land to the 1st Defendant. He added that if indeed the Plaintiff was in possession of the Suit Property then he was a trespasser and should be required to vacate the land with immediate effect.

23. Mr. Mwihi was emphatic that there was no relationship between Joreth Limited and Thome Farmers No. 5 Limited. He stated that he had only seen the 2nd Defendant's sale agreement with the 1st Defendant and none with Thome Farmers No. 5 Limited or the late Njoroge Thiaru. He confirmed that he was present when the directors of Joreth Limited signed the sale agreement and the transfer. He stated that the 2nd Defendant gave possession of the Suit Property to the 1st Defendant and that the land was vacant.

24. Mr. Mwihi stated that he was the 2nd Defendant's Site Manager. His duties included showing owners of land where they were to pay the money which the court had ordered them to pay. He told people to pay Kshs. 200,000/= so that the transfers could be signed. They paid the money to Kimani Kahiro Advocates until 2008 when that changed. When he was shown the transfer during cross examination he stated that he was present when the transfer and sale agreement were signed on 22/4/2012 by Mr. Njenga Karume and Mrs. Margaret Magugu. He stated that Mrs. Margaret Magugu had not been involved in this case. He conceded that Mr. Njenga Karume was in hospital most of 2011 and added that he signed the documents on 12/4/2012 before going to hospital. He stated that they would take the money to Jacaranda Hotel. No valuation was done at the time the 1st Defendant purchased the Suit Property.

25. He stated that Kimani Kahiro Advocates did not give the 2nd Defendant a list of the people who had paid for plots. He later claimed that there was a record in his office of the people who had paid for the plots. He conceded that many people made payments to Kimani Kahiro Advocates and were issued titles over their land. He stated that Kimani Kahiro Advocates only forwarded part of the money to Joreth Limited but did not remit all of it. He reiterated that the Plaintiff did not pay any money to Kimani Kahiro Advocates. On further cross examination he conceded that there were records which Kimani Kahiro Advocates forwarded to the 2nd Defendant which the 2nd Defendant had not filed in court. He agreed that Kimani Kahiro would issue receipts for payments made even though he could not tell whether the receipts presented by the Plaintiff in evidence were genuine. He also clarified that he did not keep records for Joreth Limited. He stated that the plots had been sold earlier to people who failed to pay for them. In his view there was no record of who had been allocated the Suit Property previously. He claimed that Mrs. Njeri Kariuki had the records.

26. He later conceded that Mr. Njenga Karume died on 24/2/2012 and was buried on 3/3/2012. The witness stated that he attended Mr. Njenga Karume's funeral. He stated they accepted the 1st Defendant's offer for Kshs. 10,000,000/= and that the plots were going for about 20,000,000/=. He maintained that Mr. Kimani Kahiro did not send money to the 2nd Defendant as he would have known about it. He knew the details of the dispute between the 2nd Defendant and Thome Farmers No. 5 Limited when it got into the 2nd Defendant's land. He added that it was agreed that each person who had previously paid Thome Farmers No. 5 Limited for a plot would pay Kshs. 200,000/= to Joreth Limited to acquire a title over the plot.

27. When Mr. Mwihi was shown the payments attached to Mr. Kimani Kahiro's affidavit which this Advocate forwarded to the 2nd Defendant, he confirmed that the 2nd Defendant did not return the money to Kimani Kahiro Advocates. He clarified that as the Site Manager he did not receive money paid for the plots and asserted that it was Kimani Kahiro Advocates and Njeri Karume who received the payments. He stated that the 2nd Defendant had financial problems and started selling plots. He claimed that the trespassers who were allowed to pay

Kshs. 200,000 in 6 months were required to present documents including the certificate from Thome Farmers No.5 Limited, the deed plan and evidence of payment of the survey fees. He stated that the 2nd Defendant decided to sell the plots which had no owners.

28. Parties filed submissions which the court has considered. The Plaintiff's advocate submitted that his father purchased shares in Thome Farmers Number 5 Limited and paid for them on 27/5/1975 and 28/10/1976. He then paid Kshs. 235,500/= to the 2nd Defendant's advocate. The Plaintiff's advocate relied on a judgement delivered by this court in **Mwangi Kiarie v Joreth Limited and 2 others [2019] eKLR** in which Mr. Robertson Nderitu who testified for the 2nd Defendant described himself as a director of the 2nd Defendant. The Plaintiff relied on the court's finding in that case that payments had been made to Kimani Kahiro Advocates on behalf of the 2nd Defendant before it purported to sell the land to third parties.

29. The 1st Defendant submitted that Section 80(2) of the Land Registration Act provides that cancellation of the title cannot be done to affect the title of a proprietor in possession who acquired the title for valuable consideration. He maintained that he was in physical possession having duly paid the consideration of Kshs. 10,000,000/= to the 2nd Defendant. He added that he had no knowledge of any omission, fraud or mistake for which rectification of his title should be ordered and that he did not contribute to it by any act, neglect or default. He claimed that he had no knowledge of any other person interested in the Suit Property. He contended that the Plaintiff's suit was defective since both administrators of the estate of the late Njoroge Thiaru did not bring this suit. He contended that the receipts produced by the Plaintiff did not add up to the sum of Kshs. 275,900/= that should have been paid to Kimani Kahiro Advocates.

30. He faulted the Plaintiff for not paying the stamp duty required and contended that there was no sale agreement between the 2nd Defendant and the Plaintiff. He faulted the Plaintiff for not calling a witness from Kimani Kahiro Advocates to clarify the issue of the payment that he claimed he made for the suit plot.

31. The 1st Defendant relied on Section 23 of RTA in support of his contention that he was the absolute and indefeasible owner of the Suit Property. He urged the court to uphold his right to the Suit Property which he claimed he acquired procedurally from the 2nd Defendant who had the right to sell the land. He contended that he was an innocent purchaser for value without notice of any defect and urged the court to dismiss the Plaintiff's claim with costs to the Defendants.

32. The 2nd Defendant submitted that it owned the Suit Property and not Thome Farmers Limited. It denied that the Plaintiff's father owned the land as he claimed. It urged that the land was vacant when it legally sold it to the 1st Defendant for valuable consideration. The 2nd Defendant urged that the trespassers who had encroached on its land met the conditions of the consent filed in court but the Plaintiff failed to comply with the consent order. The 2nd Defendant attached a copy of the consent to its submissions.

33. The 2nd Defendant contended that the Plaintiff should have applied for investigations to be undertaken as to whether the late Njenga Karume executed the transfer of the Suit Property to the 1st Defendant which he failed to do. Further, that he should have applied for summons to compel the advocate who witnessed the execution of the transfer to come to court and testify.

34. The issue for determination is whether the court should grant the orders sought by the Plaintiff, in other words, who between the Plaintiff and the 1st Defendant has a superior claim to the Suit Property?

35. The Plaintiff claimed that his late father, Njoroge Thiaru was allocated the Suit Property by Thome Farmers No. 5 Limited. When persons occupying the land in Thome were asked to pay for the land to Kimani Kahiro Advocates on behalf of the 2nd Defendant, he paid the required sum. He produced receipts issued by Kimani Kahiro Advocates on diverse dates between May 2006 and 2008 all totaling up to Kshs. 225,000/=. The 2nd Defendant's witness confirmed that payments for the plots were being made to Kimani Kahiro Advocates. By the time the 2nd Defendant purported to sell the Suit Property to the 1st Defendant in 2011, the Plaintiff had already paid the sum of Kshs. 225,000/= to the 2nd Defendant's agent, Kimani Kahiro Advocates for the land.

36. The 2nd Defendant did not produce the record of payments made for its plots that it received from Kimani Kahiro Advocates following the consent recorded in court in **HCCC No. 6206 of 1992**. The burden of disproving that the Plaintiff did not make payments to Kimani Kahiro Advocate lay on the 2nd Defendant under Section 112 of the Evidence Act. The 2nd Defendant's witness confirmed that the 2nd Defendant had these records in its office. Based on the evidence adduced in court, the court believes the Plaintiff's evidence that he paid more than Kshs. 200,000/= to the 2nd Defendant's agents, Kimani Kahiro Advocates for the Suit Property. If this firm failed to forward the payments to the 2nd Defendant as its witness contended, then the 2nd Defendant's recourse lay in pursuing that firm for any monies it received for plots which it did not remit. The 2nd Defendant was vehemently opposed to the production of the affidavit of Kimani Kahiro Advocate in evidence. The affidavit deponed to the payments the Plaintiff made for the Suit Property and also contained a list of payments for plots which that firm forwarded to the 2nd Defendant.

37. While it is true that the 2nd Defendant existed as a separate legal entity from Thome Farmers No. 5 Limited from which the Plaintiff claimed his late father bought the suit land, it was not contested that the 2nd Defendant allowed individuals who were occupying its land in Thome claiming to have acquired it from Thome Farmers No. 5 Limited to regularise their ownership of the plots by paying to Kimani Kahiro Advocates Kshs. 200,000/= for each plot within 6 months of 27/6/2002. This was after the consent was recorded in the suit the 2nd Defendant filed against the trespassers on its land. Upon the lapse of the time within which payment of Kshs. 200,000/= ought to have been made, the 2nd Defendant should have taken steps to evict all trespassers on its land who failed to comply with the terms of the consent.

38. The Defendants contended that the Suit Property was vacant when it was sold to the 1st Defendant. The Plaintiff asserted that he was in occupation of the suit land which he claimed that he had leased to third parties to use as a garage. His testimony was that he reported the dispute to the police at Kasarani Police Station when the 1st Defendant harassed his workers staying on the land and after he demolished his

worker's house on the land. The 1st Defendant did not deny that the dispute was reported to the police, he stated that no further action was taken by the police since this was not a police case.

39. The evidence of Robertson Nderitu Mwihi was not credible. The 1st Defendant testified that he was shown the plots available by the 2nd Defendant's General Manager, Mr. Robertson Nderitu. As the 2nd Defendant's Site Manager tasked with the role of showing people where to pay for the plots, he would have known that the Plaintiff was in occupation of the land and that there was a garage on the land in 2011 when the 1st Defendant offered to purchase the Suit Property from the 2nd Defendant. The 1st Defendant should have noticed that the land was occupied when he offered to purchase it from the 2nd Defendant. The court believes the Plaintiff's evidence that he was in possession of the suit land at the time the 2nd Defendant sold it to the 1st Defendant due to financial constraints.

40. The 1st Defendant claimed he purchased the Suit Property for Kshs. 10,000,000/= in July 2011 but the transfer registered in May 2012 indicated the consideration as Kshs. 1,800,000/=. He did not adduce evidence of the stamp duty he paid for the transfer and produced an illegible application for the registration of the transfer to his name. There is a probability that the sum of Kshs. 10,000,000/= which the 1st Defendant paid was for the three plots that he purchased from the 2nd Defendant. He charged the suit land to secure a loan of Kshs. 30,000,000/= in January 2015 while this suit was pending in court. The court notes that the Registrar placed a caveat against the suit land on 26/2/2015 under Section 65(1) (f) of the repealed Registration of Titles Act prohibiting a transfer of the suit land.

41. The Defendants did not call a witness from Kagwe Kamau and Karanja Advocates to verify when Mr. Karume executed the transfer of the Suit Property to the 1st Defendant and when it was dated. Catherine N. Karanja Advocate who according to the transfer witnessed all the signatures including that of Mr. Karume was not called by the defence to confirm that she saw Mr. Karume execute the impugned transfer and the date it was executed. Mrs. Margaret Magugu, the other director of the 2nd Defendant could have been called to give evidence as to when the 2nd Defendant executed the transfer in favour of the 1st Defendant.

42. The burden of proving that Mr. Njenga Karume executed the transfer in favour of the 1st Defendant lay on the Defendants. They did not discharge this burden. The evidence of the Defendants' witnesses was inconsistent as to when Mr. Njenga executed the transfer and where it was executed. It is highly unlikely that Mr. Karume could have signed the transfer in 2011 while he was in hospital. He could not have signed it in April 2012. The 1st Defendant's evidence was also shaky as to who registered the transfer and what completion documents were given to him. The sale agreement does not mention who the purchaser's advocates in the transaction were.

43. The Plaintiff has proved his claim on a balance of probabilities. The court grants prayers (a) and (b) of the plaint dated 31/7/2012. The Plaintiff is awarded the costs of the suit to be borne by the 2nd Defendant.

Delivered virtually at Nairobi this 5th day of May 2020

K.BOR

JUDGE

In the presence of:-

Mr. Mugo Kamau for the Plaintiff

Mr. Richard Kamotho for the 1st Defendant

Mr. Dennis Maina for the 2nd Defendant

Mr. V. Owuor- Court Assistant