



**BNM v PMT (Matrimonial Cause 14 of 2017)  
[2025] KEHC 8427 (KLR) (16 June 2025) (Judgment)**

Neutral citation: [2025] KEHC 8427 (KLR)

**REPUBLIC OF KENYA  
IN THE HIGH COURT AT NAKURU  
MATRIMONIAL CAUSE 14 OF 2017  
PN GICHOHI, J  
JUNE 16, 2025  
(FORMERLY NAIROBI MATRIMONIAL PROPERTY CAUSE NO. 39 OF  
2017)  
IN THE MATTER OF AN APPLICATION BY BNM  
IN THE MATRIMONIAL PROPERTIES ACT 2013**

**BETWEEN**

**BNM ..... APPLICANT**

**AND**

**PMT ..... RESPONDENT**

**JUDGMENT**

1. By an Originating Summons dated 6<sup>th</sup> June, 2017, and brought pursuant to Section 3(1) of the Judicature Act and the Matrimonial Property Act, 2013, the Applicant seeks the following orders against the Respondent: -
  1. A declaration that the property Kiambogo/Kiambogo Block 2/xxx was the matrimonial property of the Applicant.
  2. A declaration that the property Kiambogo/ Kiambogo Block 2/xxx and NKR/MUN BLK 1/xxxx is owned by the Applicant and Respondent in equal shares.
  3. In the Alternative to (1) above, a declaration be issued that the Applicant is entitled to an equal share of the proceeds of sale of Kiambogo/Kiambogo Block 2/xxx and NKR/MUN BLK 1/xxxx.



4. Consequential inquiries, directions and Orders should be made, including the payment by the Respondent to the Applicant of any sum adjudged due under (1) & (2) hereof and the Respondent should pay the costs of these proceedings.
2. The grounds in support of the Originating Summons are found on the face of the application and in the Supporting Affidavit sworn by the Applicant on 6<sup>th</sup> June, 2017. She states that the properties in issue were acquired, developed, improved and maintained by joint efforts of herself and Respondent during the pendency of their marriage and that the Applicant's contribution was monetary as well as non-monetary contribution in the form of childcare, companionship and management of the matrimonial home and properties.
3. She depones that she and the Respondent solemnized their marriage at [Particulars withheld] Kirenga Church in Kiambu County on 14<sup>th</sup> April, 1990 and together, they were blessed with five (5) issues. However, the marriage broke down leading to divorce and issuance of decree absolute on 29<sup>th</sup> August, 2007 in Nakuru CMC Divorce Cause No. 5 of 2005.
4. She states that prior to the divorce, they separated with the Respondent and through Children Case Number 100 of 2003, she was granted custody of all the children, while the Respondent was tasked with maintaining the children and paying school fees.
5. It is her position that she used to live with her children in their matrimonial home situated at Land Parcel No. Kiambogo/ Kiambogo Block 2/xxx. However, pursuant to the Orders of the Court issued on 4<sup>th</sup> January, 2012, she was evicted together with her children from the said house.
6. She contends that they acquired the said property between the year 1996 and 1997, constructed thereon and lived in the said house until her marriage broke down.
7. Regarding her contribution to the acquisition of the property, she states that she used to manage the family bicycle spare parts business located in Stem Plaza Building in Nakuru and the proceeds were used to acquire the aforementioned properties. She elaborates that while they erected their matrimonial home at Kiambogo/ Kiambogo Block 2/xxx, a residential rental flat was built on NKR/MUN BLK 1/xxxx.
8. She confirms that the properties listed were all registered in the name of the Respondent but they remain matrimonial properties.
9. The Respondent has filed his Replying Affidavit sworn on 25<sup>th</sup> September, 2017 in opposition to the Originating Summons. He admits marrying the Applicant and that they are now divorced.
10. He denies any contribution made by the Applicant towards acquisition of the properties listed. He states that Kiambogo/ Kiambogo Block 2/xxx belonged to his late father and that he gifted him during his lifetime. Further that the house erected on the said property was done so from proceeds of the bicycle spare parts business which he also inherited from his father.
11. Regarding Nakuru Municipality Block 1/xxxx, he states that he acquired the property before marrying the Applicant and has since sold the same.
12. In a Further Replying Affidavit sworn on 24<sup>th</sup> September, 2021, the Respondent reiterates the content of his former Replying Affidavit and adds that the house erected on Kiambogo/ Kiambogo Block 2/xxx was constructed by his late father's company (Stem Hotel Limited) in the year 1997. He states that his father was the majority shareholder of Stem Hotel Limited, while he was a Director.



13. He admits that on completion, he lived in the said house together with the Applicant until they divorced. He however, states that the Applicant did not make any monetary contribution towards the construction of the said house.
14. He states that both parcels of land were acquired by his late father and gifted to him out of love and affection and the bicycle spare parts shops was also his father's business known as Raleigh Cycle division, which he gifted him and he changed the name to Mungara Cycle Matt.
15. It is his case that when Children's Case No. 100 of 2003 was filed in Nairobi, he was tasked with taking care of the said children's needs and therefore, he sold NKR/ MUN BLK 1/xxxx to take care of them.
16. He states that he remarried and that the Applicant has attempted on several occasions to reign havoc on his current marriage.
17. The Respondent took issue with the filling of this suit and states that another Matrimonial Cause No. 39 of 2017 was filed in Nairobi and has been abandoned and therefore, the Applicant is forum shopping, an act that this Court should frown against as its in abuse of Court process.
18. In conclusion, he depones that no evidence has been tendered to demonstrate any contribution made by the Applicant in acquisition of the said properties. Further that none of the properties is matrimonial property hence, the Cause should be dismissed with costs to him.
19. In her further statement of 26<sup>th</sup> April, 2022, the Applicant states that Kiambogo/Kiambogo Block 2/ xxx was initially owned by her father in law, who later sold it to them for consideration of Kshs. 130,000 and using the proceeds of their spare parts business, they erected their matrimonial home without any help of her father in-law.
20. It is her position that contrary to the Respondent's allegations, NKR/MUN BLK 1/ xxxx was acquired in the pendency of their marriage and construction done from the proceeds of the Bicycle spare parts business. Therefore, both are matrimonial properties.
21. On allegation that NKR/ MUN BLK 1/xxxx was sold, she states that she had placed caution on the said property and if indeed it was sold, then the sale was illegal and the caution was removed without her consent.
22. The case was heard viva voce. Beth Njambi Mungara testified on 1<sup>st</sup> April, 2019 and on 25<sup>th</sup> May, 2022 and adopted as her evidence, her statements of 6/6/2017, 28/03/2019 and 26/4/2022, which were marked as Exhibit 1-16 respectively. She maintained that they actually divorced even though she did not participate in the divorce proceeding. She however stated that they reconciled in the year 2010 and got two more children, out of which one is deceased.
23. It was her testimony that during the pendency of their marriage, they acquired many properties but only got documentation for the two properties before Court.
24. On how the properties were acquired, she testified that sometimes in 1996 they desired to acquire a property at Kiamunyi but their father in-law advised them to give him Kshs. 130,000 in exchanged for the Kiambogo property which they obliged and the property was transferred to her husband. That they immediately commenced constructing their matrimonial home in 1996/97 using proceeds from the bicycle spare parts business. That she lived in her matrimonial home till 2002 when she was evicted but that she went back to that house in 2010 upon reconciliation, lived for 2 years and was evicted once again.



25. She told the Court that upon completion of their matrimonial home, they acquired the Nakuru property sometimes in 1998/99 and constructed residential flats.
26. On her contribution, she testified that she married the Respondent in the year 1991 and they have been doing business together of selling bicycle spare parts. That part of the money used to start up the business was cash gift of Kshs. 30,000 which they received from their wedding. That prior to opening the spare parts shop, she used to hawk the said spare parts with the Respondent. She admitted that the Respondent used to be part of family bicycle spare part business but upon their union, they started their own, where she was fully in charge as the sale person, a cashier etc but she did not use to draw any salary as it was their family business.
27. Regarding her non-monetary contribution, she testified that being a wife and a mother, she used to wake up early, prepare the children for school, drop them to school and then go to the restaurant and open it. Thereafter, she would go to the spare parts shop. Therefore, that her contribution is evident.
28. On being cross examined by Mr. Chege Advocate, she testified that she was first evicted in 2002. That by that time she was managing the spare parts shop known as Mungara Bicycle shop but that the same was registered in 2007. She clarified that the Respondent's family has a spare part shop at Kenyatta Avenue while theirs was at Stem Plaza.
29. She told the Court that they started the business by hawking the spare parts and it grew gradually over the years and in 6 years, they were making at least Kshs. 50,000 per day. She reiterated that she used to manage the business while her husband engaged in the acquisition of properties and construction. She testified that in as much as the title indicates as having been issued on 6/6/2002, they bought the property earlier when she was still married to the Respondent.
30. The Respondent testified on 5<sup>th</sup> January, 2024 and adopted the replying affidavit and the annexed documents. In addition, he testified that he sold Nakuru property and used the proceeds to educate his children. He reiterated that he was gifted the properties by his late father.
31. He testified that the house in Kiambogo was built by Stem Hotel Ltd, a company which was owned by his late father and that no contribution was made by the Applicant.
32. Regarding the spare parts business, he testified that the said business was started in 1957 by his father and he joined it in 1994/95 as an employee. However, he took over the business in 2007. It was his testimony that the Applicant joined the business also as a cashier in 1997 but was earning a salary which he used to pay her. He told the Court that they separated in 2002 and later divorced and have not been living together.
33. When Cross-examined by Mr. Wesonga Advocate, he testified that they were blessed with five children, out of which two were born after the divorce. He told the Court that he was given Kiambogo house as a present by his father and they lived together with the Applicant during the pendency of their marriage.
34. He explained that he subdivided Kiambogo property into two in order to educate the children. That similarly, he sold Nakuru property to educate his children. He could not however recall when the division and sale of the properties was done, neither could he remember how much the property fetched in the said sale. He explained that he did not share the proceeds of that sale directly with the Applicant herein as the money was for paying school fees.
35. He testified that the Applicant was employed as a cashier in his father's business and that in addition, she was a house wife who took care of the children and the home. He admitted that the Applicant made contribution to the home. He also admitted that sub-division of the properties and the sale were done after the institution of this case in 2017.



36. He denied knowledge of any caution placed on the parcels of land but on being shown the caution, he admitted that it was a restriction against dealing with the parcels of land.
37. On re-examination, he maintained that the Applicant did not contribute towards construction of the house. While confirming that there was a restriction, he told the Court that the removal was done in accordance with the law.

### **Applicant's Submissions**

38. She submitted on three issues:-
1. Whether the properties in dispute constitute Matrimonial Property under The *Matrimonial Property Act*, 2013.
  2. Whether the Applicant made contributions (monetary or non-monetary) towards the acquisition and development of the properties.
  3. Whether the Applicant is entitled to a share of the properties.
39. On the first issue, it was submitted that under Section 6 (1) of the *Matrimonial Property Act*, 2013, matrimonial property include: a matrimonial home or homes, household goods and effects in the matrimonial home or homes and any other property jointly owned and acquired during the subsistence of the marriage while Section 7 provides that:-
- “Subject to sec 6(3), ownership of matrimonial property vests in the spouses according to the contribution of either spouse towards its acquisition, and shall be divided between the spouses if they divorce or their marriage is otherwise dissolved”
40. Accordingly, it was argued that Kiambogo/Kiambogo Block 2/xxx which has been subdivided to Kiambogo/Kiambogo Block 2/xxxxx & Kiambogo/Kiambogo Block 2/xxxxx was the matrimonial home where the Applicant and the Respondent resided during the pendency of their marriage, making it matrimonial property under Section 6(1)(a). In support of this argument, the Applicant relied on the persuasive decision of *TMV Vs FMC* [2018] eKLR where Nyakundi J stated:-
- “...basically, for a property to qualify as matrimonial property, it ought to have been acquired during the subsistence of the marriage between parties unless otherwise agreed between them that such properties would not form part of matrimonial property”
41. Additionally, it was submitted that the Act defines a matrimonial home to mean any property that is owned or leased by one or both spouses and occupied or utilized by the spouses as their family home, and include other attached property.
42. On that basis, she submitted that from the facts before this Court, it is evident that the property was acquired during the subsistence of the marriage and that both parties lived there as a family before the Applicant was evicted from their home via a Court Order.
43. Equally, it was submitted that in respect to NKR/MUN BLK 1/xxxx, the evidence imply that the said property was developed during the marriage and used as a source of income for the family and therefore, it qualifies as a matrimonial property under Section 6(1)(c). In support of this, reliance was placed on the case of *PWK v. JKG* [2015] eKLR where the Court of Appeal held that properties acquired during the marriage are presumed to be matrimonial property unless proven otherwise.



44. Regarding the Applicant's contributions to the acquisition and development of the Properties, it was submitted that under Section 2 of the *Matrimonial Property Act*, 2013, "contribution" includes both monetary and non-monetary contributions such as, domestic work and management of the matrimonial home, childcare, companionship, farm work and subsistence of the family.
45. It was submitted that similarly, the Applicant herein took care of the children, managed the home, and supported the Respondent, enabling him to focus on income-generating activities and therefore, this qualifies as non-monetary contribution under Section 2 of the Act. Further that the income generated from the family business, "Mung'ara Cycle Matt," was used to build their matrimonial home and the rental flats. That in any event, the allegation that the properties were solely funded by the Respondent's father through Stem Hotel was not supported by any evidence.
46. The Applicant submitted that under Section 2 of the Act, a family business is a business run for the benefit of the family by both spouses or either spouse and generates income or other resources wholly or part. For this argument, she cited the case of *TMW v. FMC* [2018] eKLR, where the Court held that non-monetary contributions are equally important as monetary contributions in determining property division.
47. Further reliance was placed on the case of *Kivuitu v. Kivuitu* [1991] KLR, where the Court of Appeal recognized the role of non-monetary contributions in property acquisition, holding that domestic responsibilities and child-rearing are essential contributions.
48. On the share entitlement of each party, it was submitted that Section 7 of the *Matrimonial Property Act*, 2013, provides that: -"Ownership of matrimonial property vests in the spouses according to the contribution of either spouse towards its acquisition, and shall be divided between the spouses if they divorce or their marriage is otherwise dissolved."
49. It was further submitted that Article 45 (3) of *the Constitution* stipulates that:-

"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."
50. It was further argued that where matrimonial property is acquired during marriage in the name of one spouse, Section 14 (a) of the Act provides that there shall be a rebuttable presumption that the property is held in trust for the other spouse.
51. Accordingly, the Applicant submitted that she has demonstrated significant non-monetary contributions to the family, including managing the household, raising the children, and supporting the Respondent and thus she is entitled to a share of the matrimonial properties. Reliance was also placed on the case of *Echaria v. Echaria* [2007] eKLR, where the Court held that a spouse who significantly contributes to the acquisition or improvement of property during marriage is entitled to a share of that property. She thus submitted that it is without doubt that the applicant while working at Mung'ara cycle matt, contributed towards the construction of their matrimonial and its improvement.
52. The Applicant also relied on the case of *NWM v. KNM* [2014] eKLR, where the Court held that when evidence is insufficient to rebut a spouse's claim of contribution, the Court should award equal division of matrimonial property.
53. In conclusion, the Applicant urged this Court to allow the suit as prayed.

### **Respondent's Submissions**

54. The Respondent also submitted on three issues:-



1. Whether the suit property constitutes matrimonial property.
  2. Whether the Applicant contributed to the acquisition, construction and development of the suit properties.
  3. Who should bear the costs.
55. On the first issue, it was submitted that both land parcels of land were gifted to him by his father and as such they do not form part of the matrimonial property within the meaning of section 6 of the *Matrimonial Property Act*. Moreover, that Land Parcel No. NKR/MUN BLCK 1/xxxx, has already been sold and therefore the said property is no longer available and hence cannot be said to be forming part of the matrimonial property.
56. As regards what a gift is, the Respondent submitted that as per the Black's Law Dictionary, it is 'the voluntary transfer of property to another without compensation'. Accordingly, that having exhibited the Green Card showing his late father as the former owner, his position affirms that the property was gifted to him and thus does not form part of the matrimonial property.
57. On contribution by the Applicant, the Respondent submitted that the parties herein divorced in the year 2005 and the applicable law is the *Matrimonial Property Act* which provide at Section 7:- "Ownership of matrimonial property Subject to section 6(3), ownership of matrimonial property vests in the spouses according to the contribution of either spouse towards its acquisition, and shall be divided between the spouses if they divorce or their marriage is otherwise dissolved."
58. Based on above Section of the law, the Respondent submitted that though the Applicant alleged contribution towards acquisition or improvement or development of these properties, she failed to exhibit proof of her direct contribution towards the acquisition of the suit properties to back up her claim.
59. While reiterating that division is based on contribution made, he relied on the Court of Appeal decision in PNN v ZWN [2017] eKLR where Kiage, JA held: -
- "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 it set out in elaborate manner the principle that division of matrimonial property between spouses shall be based on their respective contribution to acquisition."
60. Reliance was also placed on the case of Francis Njoroge vs. Virginia Wanjiku Njoroge; Civil Appeal No. 179 of 2009 where it was held that division of the property must be decided after weighing the peculiar circumstances of each case.
61. On burden of proof, the Respondent submitted that since the Applicant has failed to proof her contribution towards acquisition, construction and or development of the suit properties, then she should not be heard to claim any entitlement in them.
62. On costs, the Respondent submitted that costs follow the event and that a successful party in litigation is entitled to fruits of litigation being costs. He thus urged this court to dismiss the Originating Summons with costs.



## Analysis and determination

63. After considering the Originating Summons, the supporting and opposing Affidavits, the oral evidence by both parties and the submissions herein, the undisputed facts are that the parties herein solemnized their marriage in PCEA church Kiambu on 21<sup>st</sup> April, 1990. They lived together until 2002 when their marriage broke down. The marriage was dissolved on 13<sup>th</sup> May, 2005 and a Decree Absolute issued on 4<sup>th</sup> October, 2007. Though the cause of action appears to have arisen several years before the enactment of *Matrimonial Property Act* No. 49 of 2013 which came into force on 16<sup>th</sup> January, 2014, this matter was filed on 23<sup>rd</sup> June 2017 and therefore, the law applicable here is the *Matrimonial Property Act*.
64. The issues that now arise for determination are:-
1. Whether the properties in dispute constitute Matrimonial Property under The *Matrimonial Property Act*, 2013.
  2. Whether the Applicant made contributions (monetary or non-monetary) towards the acquisition and development of the properties.
  3. Whether the Applicant is entitled to a share of the properties.
  4. Which party should bear the costs.

### Whether the properties listed are matrimonial properties.

65. As submitted herein, Section 6 of the *Matrimonial Property Act*, 2013 defines ‘matrimonial property’ as “Matrimonial home, household goods and effects in the matrimonial home, any movable or immovable property jointly owned and acquired during the subsistence of the marriage.”
66. As to the definition of Matrimonial property, Section 6 of the Act states:-
- (1) For the purposes of this Act, matrimonial property means—
    - (a) the matrimonial home or homes;
    - (b) household goods and effects in the matrimonial home or homes; or
    - (c) any other immovable and movable property jointly owned and acquired during the subsistence of the marriage.
  - (2) Despite subsection (1), trust property, including property held in trust under customary law, does not form part of matrimonial property.
67. It is not in dispute that at the time of filling this suit, both Kiambogo/Kiambogo Block 2/xxx (now subdivided to Kiambogo/Kiambogo Block 2/xxxxx & Kiambogo/Kiambogo Block 2/xxxxx) and NKR/MUN BLK 1/xxxx, were solely registered in the name of the Respondent. The issue is whether they were acquired during the pendency of the marriage.
68. As regard to Kiambogo/ Kiambogo Block 2/xxx , the Respondent alleged that the property was given to him as a gift by his late father and thus does not form part of matrimonial property. The Applicant on the other hand maintained that they bought the said property from her father in law for consideration of Kshs. 130,000.



69. According to Halsbury's Law of England 3<sup>rd</sup> Edition volume 18, a gift is defined as:-
- “ ...the transfer of any property from one person to another...it is an act where something is voluntarily transferred from the true possessor to another person with the full intention that they shall not return to the donor and with the full intention on the part of the receiver to retain the thing entirely as his own without returning it to the giver.”
70. From the above description, three elements arise as conditions precedent before a gift can be said to have effectively passed. Firstly, the person making the transfer (donor) must willingly make the transfer; secondly, the recipient (donee) must accept the gift made to him or her and thirdly, the gift is transferred and accepted directly without returning it back to the giver.
71. The evidence tendered herein shows that the Respondent's father was the previous owner but there is no evidence supporting allegation that the said parcel of land was given to the Respondent as a gift. There is also no proof of the alleged consideration of Kshs. 130,000 being paid to the Respondent's father.
72. The fact of the matter is that the Respondent acquired it during pendency of their marriage between him and the Applicant. The registration was done on 15<sup>th</sup> April, 1997 as per the search certificate exhibited. This was 7 years after the parties herein were married and before the parties divorced. Furthermore, both parties admit that the property was improved and a matrimonial home build which the parties resided in their union. In the circumstances, this property forms part of the matrimonial property.
73. As regards NKR/MUN/ BLK 1/xxxx, a search dated 12<sup>th</sup> September, 2012, shows that title was issued to the Respondent on 6<sup>th</sup> June, 2002. The Respondent argued that he acquired the property before marrying the Applicant. On the same breath, he stated that this too was a gift that he received from his father. Other than the search certificate attached, the Respondent did not tender any evidence in support of the allegation that he acquired said property before marriage so as to have it excluded from this matrimonial cause.
74. Further, though the Respondent argued that he sold the said property to cater for the needs of the children of the marriage, he was at pains explaining when the sale was done and for what consideration. There is no other evidence tendered in support of the said sale. Moreover, the alleged sale was carried out during the pendency of this suit, giving the impression that the purpose was to defeat the Applicant's claim. This Court is satisfied the parcel of land equally forms part of matrimonial property.

**What share each individual party is entitled to.**

75. In instances where a spouse's name is not listed in the ownership documents of matrimonial properties, such as this case, the party seeking a share of the matrimonial property is tasked with the burden to prove contribution. Such ratio and/or percentage of the contribution made by each spouse will be determined according to a preponderance of evidence tendered by each party.
76. The contribution contemplated herein above can either be direct contribution such as monetary contributions towards purchase of the properties or other financial investments made toward the purchase, construction, or maintenance of the property. The Court also recognises indirect contribution, which is none monetary contributions like providing evidence of domestic work, care for children, emotional support, or any other role that enabled the other spouse to accumulate wealth or acquire property.



77. Despite the fact that Article 45 (3) of *the Constitution* provides that parties to the marriage have equal rights upon dissolution of the marriage, such right is not synonymous to a 50/50 or half-half share of the matrimonial property as was restated by the Court of Appeal in PNN v ZWN (supra). Rather, that the term 'equal rights' implies that the parties' share of property is hinged on the extent of contribution by each party.
78. In the present case, the Applicant admitted that she did not make any direct contribution towards purchase of the properties or improvement thereof but she emphasised on was her role in running the family business 'Mungara Bicycle Matt', that generated income used to first build their matrimonial home on Kiambogo property and also used to erect residential flats on the Nakuru land.
79. From the record herein, no evidence was tendered in support of allegations that the house and the residential flats were built by Stem Hotel Limited. Save for the fact that the properties are registered in the name of the Respondent, he has not proved any contribution towards improving the properties. He actually denied making any contribution towards the construction of the matrimonial home (Kiambogo Property) and stated that it was entirely done by his late father through his company, Stem Hotel Ltd and handed down to him as a gift.
80. Conversely, the Applicant has demonstrated indirect contribution she made by taking care of the home and the children to enable the Respondent concentrate on the acquisition and construction of the properties. She has also intimated that she used to run the family business that generated the income used in the construction of both properties.
81. Accordingly, this Court is satisfied that the Applicant has proved her case on a balance of probability and with evidence on record, this Court is satisfied that parties herein have both equal rights and equal share to the two properties herein.
82. Consequently, judgment is entered in her favour in that:
1. The properties known as Kiambogo/Kiambogo Block 2/xxx(now subdivided to Kiambogo/Kiambogo Block 2/xxxxx & Kiambogo/Kiambogo Block 2/xxxxx) and NKR/MUN BLK 1/xxxx be and are hereby declared as matrimonial properties acquired by the parties during the subsistence of their marriage.
  2. The said properties shall be shared equally between the Applicant and the Respondent.
  3. The said properties be valued by a mutually agreed valuer and the parties herein to share the said assets equally in the next six (6) months.
  4. In default, the same shall be sold and the net proceeds of sale shared equally between the applicant and the respondent, with either party having the option of buying out the other party's share.
  5. Each party to bear his own costs.

**DATED, SIGNED AND DELIVERED AT NAKURU THIS 16<sup>TH</sup> DAY OF JUNE, 2025.**

**PATRICIA GICHOHI**

**JUDGE**

