REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT NAIROBI

MILIMANI LAW COURT

ELC CASE NO. E022 OF 2021

CHOGI'S GARAGE LIMITED………………….....................…...… APPELLANT

VERSUS

PEERS OASIS PARK HOLDINGS LIMITED………...……..1ST RESPONDENT

OASIS PARK MANAGEMENT COMPANY LIMITED…….2ND RESPONDENT

NEO WESTEND LIMITED..…3RD RESPONDENT

RULING

INTRODUCTION

1. The Appellant/Applicant herein filed a Civil Suit at the Chief Magistrate's Court vide case **No. E5145 OF 2020**, where the Appellant sought for various orders including a Permanent Injunction with a view to restrain the Defendants therein, who were the Respondents in the subject matter from removing the grill and the gate at the Appellant's back yard on Apartment B1, erected on L.R NO. 330/1342, along Gitanga Close in Lavington.

2. Contemporaneously with the Plaint, the Appellant/ Applicant herein also filed a Notice of Motion Application whereby same sought for a Temporary Order of Injunction, to restrain the Respondents herein from removing the Gate and Grill at the Backyard of Apartment B1, erected on L.R NO. 330/1342, along Gitanga Close in Lavington.

3. Upon the filing of the said Notice of Motion Application, same was placed before Hon. E. Wanjala, Principal Magistrate who heard the Application and thereafter rendered a Ruling on the 19th March 2021, whereby the Notice of Motion Application under reference was dismissed.

4. Following the dismissal of the Notice of Motion Application by the learned Principal Magistrate, the Appellant/Applicant herein felt aggrieved and/or dissatisfied and thereby filed the subject Appeal as well as the Notice of Motion Application, dated the 31 st of March 2021, the latter which is the subject of the Ruling.

DEPOSITIONS BY THE PARTIES

THE APPELLANT'S/APPLICANT'S CASE

5. The Appellant avers that same purchased the property known as Apartment B1, erected on L.R NO. 330/1342, along Gitanga Close in Lavington, vide lease dated the 28th May 2013, and thereafter same entered upon and took possession of the purchased premises.

6. The Appellant/Applicant further avers that same has been occupying and/or living in the purchased property, peacefully, but however in or around the year 2016 the Applicant became exposed to nuisance which were arising from various incidents, which includes the smoking of bhang, some immoral behaviors and others related to insecurity, given the fact, that the purchased Apartment, lies within the vicinity of the parking end/area .

7. The Appellant/Applicant further avers that as a result of various incidents of insecurity and nuisance, same generated a Complaint to the 2nd Respondent, asking same to address the grievances. For clarity, the Appellant/Applicant says that the Complaint was sent vide Email.

8. The Applicant further contends that despite the Complaints itemizing her grievances, particularly what the Appellant/Applicant calls the nuisance, no action was taken and thereafter the Appellant/Applicant decided to erect a gate and a grill at the backyard of her Apartment.

9. However, the Appellant/Applicant further states that on or about the 9th September 2020, same received an Email communication from the Respondents telling her that the gate and the grill, which the Appellant/Applicant had erected, together with other activities, which were undertaken by the Appellant/Applicant, interfered with the common areas which were reserved for general use by all the residents and/or occupants of the Apartments situate on the suit property.

10. The Appellant/Applicant further states that on the threats of the Respondent, who threatened to pull down the gate and the grill, together with the water tank that same have installed at the backyard, she was constrained to file and/or lodge the case in the Lower Court.

THE RESPONDENT'S CASE

11. The Respondents filed a Replying Affidavit in the Chief Magistrate's Court through one namely Mrs. Jane Cherotich Chepkwon, who described herself as the Director of the Respondent's Company. Consequently, the said Deponent stated that she was authorized to swear such Affidavit.

12. Before this Honourable Court, the Respondents have similarly filed a Replying Affidavit, sworn by the said Mrs. Jane Cherotich Chepkwon which Affidavit is substantially a replica of what has been stated in the previous Replying Affidavit.

13. Essentially, the Respondent's case is that the Appellant/Applicant entered into an Agreement with the 1st and 2nd Respondent leading to the sale of Apartment B1, erected on L.R NO. 330/1342, along Gitanga Close in Lavington.

14. Besides, the Respondents aver that upon the purchase of the suit Property, the 1st & 2nd Respondent, executed a Lease, which detailed the terms and conditions binding upon the purchasers of the Apartments, including the Appellants/Applicants.

15. In particular, the Respondents aver that Clause 3 of the Lease contained terms which prohibited the purchasers of the Apartment, including the Appellant/Applicant from making any alterations, additions and/or improvements to the property, (read the suit property) without complying with certain conditions, which are detailed thereunder.

16. For clarity, the terms of the said Clause, have been reproduced at Paragraph 8 of the Replying Affidavit by one Jane Cherotich Chepkwon, sworn on the 9th October 2020, which is part of the Annextures supplied to the Court by the Appellant/Applicant.

17. It is also the Respondents case that the gate and the grill erected by the Appellant/Applicant, have closed a portion of the garden lying behind the Appellant/Applicant's apartment, which is essentially a common area reserved for general use.

18. The Respondent further avers that other than the erection of the gate and the grill, the Appellant/Applicant herein has also installed a water tank and connected same to the unmetered water and thereby contravening the Clauses contained in the Lease.

19. Finally, the Respondents have also averred that other than the gate, the grill and the water tank, which are illegally connected with unmetered water, the Appellant/Applicant has also erected a base tank and extended pavement into the portion that generally forms a common area and thus reserved for general use.

20. In any event, the Respondents have also contended that the activities by the Appellant/Applicant were carried out without the requisite Approvals by the Nairobi City Government as well as the National Construction Authority. In short, the Respondents aver that the actions or activities by the Appellants/Applicants were/are irregular, illegal and thus contrary to the binding terms contained in the Lease.

SUBMISSIONS BY THE PARTIES

21. The Application came up for Hearing on the 3rd of May 2021, whereupon it was ordered and/or directed that same be canvassed and/or disposed of by way of Written Submissions. In this regard, the parties herein have filed their Written Submissions, the Appellant/Applicant's Submissions having been filed on the 6th July 2021, whereas the Respondents Submissions were filed on the 26th May 2021.

22. From the Supporting Affidavit, Further Affidavit and the Submissions filed on behalf of the Appellant/Applicant, on one part and the Replying Affidavit and the Submissions filed by the Respondents on the other hand, together with the Notice of Preliminary Objection dated 14th May 2021, certain issues are thus pertinent and/or germane.

ISSUES FOR DETERMINATION

23. Having reviewed the Affidavits on record as well as the Submissions by the parties, the following issues are relevant for determination and disposal of the Application beforehand;

I. *Whether the Notice of Motion Application herein is Res-Judicata and barred by the Provisions of Section 7 of the Civil Procedure Act*

II. *Whether the Appellant/Applicant has established a prima facie case*

III. *Whether the Appellant/Applicant is exposed to suffer any irreparable loss*

IV. *Whether the balance of convenience tilts in favor of the Appellant/Applicant*

Issue number 1

Whether the notice of Motion Application herein is Res-Judicata and barred by the Provisions of Section 7 of the Civil Procedure Act

24. The Respondents herein filed a Notice of Preliminary Objection dated 14th May 2021, whereby same are impleaded by the Doctrine of *Res-Judicata.* In this regard the Respondents have thus contended that the subject Notice of Motion herein ought not to be heard.

25. The gist of the Respondent's Preliminary Objection is that having filed the previous Application for Temporary Injunction, which was heard and disposed off before the Chief Magistrate, a similar Application cannot be filed before this Honourable Court.

26. Before determining whether or not the subject Application is barred by the Doctrine of *Res-Judicata,* it is worthy to take cognizance of the Provisions of **Order 42 rule 6 (6) of the Civil Procedure Rules, 2010,** which provide as hereunder;

> "*Notwithstanding anything contained in sub rule (1) of this rule the High Court shall have power in the exercise of its appellate jurisdiction to grant a temporary injunction on such terms as it thinks just provided the procedure for instituting an appeal from a subordinate court or tribunal has been complied with".*

27. From the foregoing Provision, it is crystal clear that a party who has already commenced the process of an Appeal, like the Appellant/Applicant herein, have a right to file an Application for an Order of Temporary Injunction before the Appellate Court and that when such an Application is filed, the Appellate Court has jurisdiction to entertain same and grant the Orders where appropriate.

28. In the premises, the Appellant/Applicant has every right to approach this Honourable Court with a view to obtaining an Order for Temporary Injunction. Consequently, it cannot be said that the Appellant/Applicant herein is barred by the Doctrine of *Res-Judicata.*

29. In any event, the matter before this Honourable Court is an Appeal by the Appellant/Applicant challenging the decision of the Subordinate Court, pertaining to and/or concerns to granting the Orders of Temporary Injunction. In this regard, this Honourable Court exercises the Appellate jurisdiction over the decision of the Subordinate Court.

30. In the premises, it cannot be said that because the Subordinate Court has heard and determined the Application for Temporary Injunction, this Honourable Court in exercise of it its Appellate jurisdiction, cannot revisit the same subject matter.

31. Clearly such an argument, is misconceived insofar as the Doctrine of *Res-Judicata* bars the hearing of the same matter, once the dispute has been determined on merits by a court of competent jurisdiction but not where the same matter/Dispute is escalated to Appeal.

32. To fortify the foregoing submissions, I rely on the decision in the case of **John Florence Maritime Services Limited & another v Cabinet Secretary for Transport and Infrastructure & 3 others [2019] eKLR**, where the court observed as hereunder;

> "***"7. Res judicata***
>
> *No court shall try any suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a court competent to try such subsequent suit or the suit in which such issue has been subsequently raised, and has been heard and finally decided by such court."*
>
> *From the above, the ingredients of res judicata are firstly, that the issue in dispute in the former suit between the parties must be directly or substantially be in dispute between the parties in the suit where the doctrine is pleaded as a bar. Secondly, that the former suit should be the same parties, or parties under whom they or any of them claim, litigating under the same title and lastly that the court or tribunal before which the former suit was litigated was competent and determined the suit finally (see* ***Karia & Another v the Attorney General and Others [2005] 1 EA 83".***

33. In short, the issue of grant of a Temporary Order of Injunction pending the hearing and determination of the Appeal against the decision of Hon. E. Wanjala, rendered on the 19th March 2021, has never been heard before any Appellate Court, which has rendered a decision, to warrant the invocation and Application of the Doctrine of *Res-Judicata,* whatsoever.

34. In the premises, the Preliminary Objection founded on the Doctrine of *Res-Judicata* is misconceived and otherwise legally untenable.

ISSUE NUMBER 2

Whether the Appellant/Applicant have established a prima facie case,

35. It is common ground that the Appellant/Applicant herein purchased the suit property from the 1st & 2nd Respondent and at the foot of the purchase, the parties executed a Lease, which contained various Clauses, regulating access to and use of the common areas, falling within the

suit Property.

36. On the other hand, the same Lease Agreement also contained Clauses that restricted alterations, additions and/or improvements to the suit Property subject to compliance with certain conditions, which are well stipulated vide Clause 3.5.2 of the Lease. In fact, the Appellant/Applicant herein was indeed aware of the import and tenor of the said Clause essentially which required the Appellant/Applicant to obtain the consent of the Lessor or otherwise the Management of the Company, before carrying out any such alterations and/or additions.

37. I say that the Appellant/Applicant was aware and certainly cannot feign ignorance about the said Clauses yet she signed and/or executed the Lease, the execution of which makes the Clauses binding on the Appellant. In any event, the Appellant/Applicant has stated as follows in her Supplementary Affidavit;

> *"…..paragraph 10….. that the Applicant maintains that it obtained the 2nd Respondents consent through it's principal officer M/s Winy Chepkurui before sealing its backyard.*

38. Even though the Appellant/Applicant has not exhibited the consent which she alleges to have procured and/or obtained, it is sufficient to note that the Respondents herein, including the 2nd Respondent are Corporate entities who do not have a mouth, but ordinarily speaks by Written Memorandum, duly signed by the Authorized Officers. Suffices to say, that the Appellant/Applicant has not exhibited any Written Memorandum and/or Consent.

39. Be that as it may, it is apparent that the Appellant/Applicant herein does not dispute having fenced of and/or annexed a portion of the common areas, which falls outside the property sold to the Appellant/Applicant namely Apartment B1.

40. It is also apparent that the Appellant/Applicant does not dispute having mounted a water tank in the annexed and fenced area and thereafter connected same to unmetered water serving the Apartment. For clarity, the foregoing issues have been well delineated in the Email correspondence between the Respondent and the Appellant/Applicant, but the Appellant/Applicant has not found it expedient to respond to and/or specifically deny the said accusations.

41. In my humble view, the actions carried out and/or undertaken by the Appellant/Applicant, appear to be in contravention of the Lease, which is binding on same.

42. Having enumerated the foregoing, it is my finding that the actions by the Appellant/Applicant runs contrary to the stipulations that govern the relation between the Appellant/Applicant and the Respondent and in this regard I adopt the reasoning and observation of the court in the case of **SHAINAZ JAMAL & 8 OTHERS v ABDULRASUL MANJI & ANOTHER (2017) eKLR,** where the honourable thus observed as hereunder;

> *"The question that arises in the circumstances of this case is whether or not one villa owner has the liberty to alter the original site plan, even if the alteration is merely for the purpose of creating an alternative exit to his villa, without seeking concurrence of the other villa owners. I am persuaded, on the basis of the totality of the framework of rights, benefits, covenants, obligations, conditions and terms contained in the instruments of title (the leases) alluded to in the forgoing paragraphs that, a villa owner within this kind of set up may not undertake works that alter the original registered site plan without seeking the consent or concurrence of the owners of other villas in the estate. In the absence of the lessor, consent of each of the other villa owners should be obtained. Any such alterations should be preceded by a new approved and registered site plan in accordance with the construction sector regulatory legal frameworks. I am similarly persuaded that the injury that may be suffered by the villa owners as a result of one villa proprietor unilaterally undertaking construction works that alter the original registered site plan and create private entrances through a common parking area is not one that can be adequately quantified and remedied through an award of damages".*

43. Having enumerated the various infractions by and/or on behalf on the Appellant, it cannot be said that the Appellant/Applicant herein has laid before the Honourable Court a prima facie case in line with the decision in the case of **Mrao Ltd. V. First American Bank of Kenya Ltd & 2 others [2003] KLR 125** which fashioned a definition for *"prima facie case"* in civil cases in the following words:

> ***"In civil cases, a prima facie case is a case in which on the material presented to the court, a tribunal properly directing itself will conclude that there exists a right which has apparently been infringed by the opposite party to call for an explanation or rebuttal from the latter. A prima facie case is more than an arguable case. It is not sufficient to raise issues but the evidence must show an infringement of a right, and the probability of success of the applicant's case upon trial. That is clearly a standard, which is higher than an arguable case."***

44. On the other hand, the Honourable Court of Appeal in the case of **Nguruman Limited v Jan Bonde Neilsen & 2 others [2019] eKLR** further stated as follows;

> *"We adopt that definition save to add the following conditions by way of explaining it. The party on whom the burden of proving a prima facie case lies, must show a clear and unmistakable right to be protected which is directly threatened by an act sought to be restrained, and the invasion of the right has to be material and substantive and there must be an urgent necessity to prevent the irreparable damage that may result from the invasion. We reiterate that in considering whether or not a prima facie case has been established, the court does not hold a mini trial and must not examine the merits of the case closely. All that the court is to see is that on the face of it the person applying for an injunction has a right which has been or is threatened with violation. Positions of the parties are not to be proved in such a manner as to give a final decision in discharging a prima facie case. The applicant need not establish title it is enough if he can show that he has a fair and bona fide question to raise as to the existence of the right which he alleges. The standard of proof of that prima facie case is on a balance or, as otherwise put, on a preponderance of*

probabilities. This means no more than that the Court takes the view that on the face of it, the applicant's case is more likely than not to ultimately succeed".

45. Taking into account of the foregoing decision and coupled with the actions complained of, particularly where the Appellant/Applicant has gone against the terms and conditions of the governing documents, whose terms cannot be explained away, it is my finding that both the case in the Subordinate Court and the Appeal in this Honourable court do not evince and/or exhibit any semblance of a prima facie case.

46. In any event, where the terms of a document are reduced into writing the same document can only be interpreted on the basis of its terms and not otherwise. In this regard, I fortify this holding by referring to the decision in the case of **Speaker of the County Assembly - Kisii County & 2 others v James Omariba Nyaoga [2015] eKLR,** where the court observed as hereunder;

> "*This is not the first time we are doing so. In the case of* ***John Onyancha Zurwe v Oreti Atinda*** *alias* **Olethi Atinda [Kisumu Civil Appeal No. 217 of 2003] (UR),** *we cited, with approval, Halsbury's Laws of England 4th Edition vol. 12, on interpretation of deeds and non-Testamentary Instruments paragragh,1478 as follows: -*
>
> > ***'' Extrinsic evidence generally excluded:***
> >
> > ***Where the intention of parties has been reduced to writing it is in general not permissible to adduce extrinsic evidence whether oral or contained in writing such as instructions, drafts, articles, conditions of sale or preliminary agreements either to show that intention or to contradict, vary or add to the terms of the document.***
> >
> > ***Extrinsic evidence cannot be received in order to prove the object with which a document was executed or that the intention of the parties was other than that appearing on the face of the document."***

47. In the premises, I am not persuaded that there is a prima facie case and on this account only, I would proceed to dismiss the Notice of Motion Application.

48. However, for purposes of completeness and having enumerated the issues for determination, I am obliged to proceed and make findings in respect of the outstanding issues.

Issue number 3

Whether the Appellant/Applicant is exposed to suffer any irreparable loss,

49. As concerns irreparable loss it is ordinarily incumbent upon the Applicant to establish and/or prove that the issues complained about, are such that, unless the Honorable Court intervenes, the Applicant shall suffer and/or be disposed to suffer irreparable loss.

50. Maybe before addressing the issue of irreparable loss, it is paramount to ascertain the meaning and import of what amounts to and/or constitutes irreparable loss. In view of the foregoing paragraph, it is sufficient to invoke and refer to the case of **Nguruman Limited vs Jan Bonde Neilsen & 2 others [2019] eKLR,** where the Honorable Court observed;

> "*On the second factor, that the applicant must establish that he "might otherwise" suffer irreparable injury which cannot be adequately remedied by damages in the absence of an injunction, is a threshold requirement and the burden is on the applicant to demonstrate, prima face, the nature and extent of the injury. Speculative injury will not do; there must be more than an unfounded fear or apprehension on the part of the applicant. The equitable remedy of temporary injunction is issued solely to prevent grave and irreparable injury; that is injury that is actual, substantial and demonstrable; injury that cannot "adequately" be compensated by an award of damages. An injury is irreparable where there is no standard by which their amount can be measured with reasonable accuracy or the injury or harm is such a nature that monetary compensation, of whatever amount, will never be adequate remedy."*

51. Taking into account definitions supplied in the decision supplied (supra), what now remains for considerations is whether the actions by the Respondents which are essentially geared towards the restoration of the common area, including the garden, which forms part of the portion, that has been annexed and fenced off by the Appellant/Applicant, by way of erection of the offensive gate and grill shall occasion any irreparable loss.

52. In my humble view the Appellant/Applicant herein purchased Apartment B1, in the state in which it was, at the time it was offered for sale. For clarity, the extent and limitations of what comprised the apartment B1 and was therefore was handed over to the Appellant/Applicant, was well known, if not demarcated.

53. Nevertheless, the Appellant/Applicant by herself and without the prior consent and/or authority of the Lessor and the Management Company, contrary to Clause 3.5.2 of the Lease, has proceeded to and coved out additional area which forms the part of the common area. In this regard the Appellant/Applicant, has now taken possession of the extra portion, which is now fenced off and thus meant for her exclusive use.

54. By so doing, the Appellant/Applicant has deprived the other co-owners, occupiers of L.R NO. 330/1342, from accessing and/or using the alienating portion of the common area. No doubt, the co-occupiers and other residence of the court/premises pend a protest which was addressed to the Respondents and disseminated to the Director General Nairobi Metropolitan Services. See Annextures "JCC 4", at page 53 of the bundle filed by the Appellant/Applicant.

55. It is my finding, that implementation of the direction by the Respondent, is merely meant to restore the alienated portion of the common area, including of the garden back to its original status. Besides, the implementation of the directions that are complained of is meant to avert the usage of the unmetered water, which the Appellant/Applicant has taped and channeled to the water tank, which was similarly installed without the permission and/or consent of the Respondent. In the premises, the restoration of the premises back to the status *hitherto* obtaining and which the Appellant/Applicant was well aware of, shall not in humble view occasion any irreparable loss.

56. However, if any loss were to arise as a result of restoration of the alienated portion back to the common area, the loss in terms of the removal of the gate, the grill, the additional pavement and the water tank as well as the tanks installed to the unmetered water, (who's installation have been found to be in breach of Clause 3.5.2) then the loss is quantifiable in monetary terms and thus compensable.

57. On the other hand, I am afraid that one cannot carry out an act that causes breach of Contract and or infringement of binding Clauses of the Lease and when rectification is sought, such a person, impleads exposure to suffer irreparable loss. Certainly, the Appellant/Applicant herein cannot now be heard to hold the infraction or violation of the Clauses of the Lease, as shield against a restorative direction.

58. In a nutshell, I find and hold that the Appellant/Applicant have not proven the existence of the irreparable loss that same may suffer.

ISSUE NUMBER 4

Whether the balance of convenience tilts in favor of the Appellant/Applicant?

59. The Appellant/Applicant herein together with other purchasers of Apartments situate within L.R NO. 330/1342 bought the said premises and assumed the premises in the state in which same were sold.

60. On the other hand, the Appellant/Applicant and other co-purchasers, also knew and/or appreciated that all the other areas, out side the delineated portion of the apartments, would constitute and/or otherwise comprise on the common areas. This areas included, the common pathways, the general staircases, the garden and such other places with wire lines and this common areas were reserved for general use. Consequently, same could not be alienated and/or fenced off.

61. The conduct of the Appellant/Applicant herein, which conduct has not been denied, (save for the feeble justification that same obtained an unverified consent from Ms. Winnie Chepkurui) is detestable.

62. Given the conduct of the Appellant/Applicant herein, I am inclined to find that the Appellant/Applicant has approached the Court with unclean hands and same is thus undeserving of the Equitable remedy of Injunction.

63. To vindicate the foregoing holding, it sufficient to rely in the decision in the case of **PATRICK WAWERU MWANGI & ANOTHER v HOUSING FINANCE COMPANY OF KENYA LIMITED (2013) eKLR**, where the Court held as hereunder;

> ***"Secondly, the injunction sought is an equitable remedy. He that comes to equity must come with clean hands and must also do equity. The conduct of the plaintiff in this case betrays him. It does not endear him to equitable remedies. He admitted in this Court, quite frankly, that since leaving the employment of the bank over four years ago, he has never paid a cent towards redemption of the loan. He admits that he is in default, and yet he is also in possession. He can't have it both ways. Either he pays the loan, or allows the bank to realize its security. He who comes to equity must fulfil all or substantially all his outstanding obligations before insisting on his rights. The plaintiff has not done that. Consequently, he has not done equity. In the hands of the plaintiff, a permanent injunction would wreak havoc to the first defendant, and that would be inequitable. While chargees are enjoined by law to follow the laid down procedures for the realization of their security, the Courts must not at the same time be converted into a haven of refuge by defaulters. Even lenders and chargees have their own rights."***

64. In view of the foregoing, I reach the inescapable conclusion that the balance of convenience similarly, does not tilt in favor of the Appellant/Applicant.

COSTS

65. Considering the circumstances belying the subject Application, coupled with the explicit terms of Clause 3.5.2 to 3.5.7, of the Lease it is apparent that the Appellant/Applicant herein has schemed to use the Court process to protect and/or perpetuate an illegality propagated by herself. In my humble view, a Court of Law as well as of the Equity, cannot sanction such a scenario and no doubt frowns upon such conduct. Simply put, a Court of Law cannot protect such an illegality and this finding, resonates with the decision of the Learned Trial Magistrate/ Court, in the impugned Ruling.

66. In this regard, and having taking into account the various observations made herein before, the Order that commends itself on the issue of Costs is that Costs shall be borne by the Appellant/Applicant.

FINAL DISPOSITION

67. In Conclusion, I find and hold that the Notice of Motion Application dated the 31st March 2021, is devoid of merits and same is hereby Dismissed with costs to the Respondents.

68. Besides, the Interim Orders of Injunction granted on the **6th of April 2021**, and variously extended during the pendency of this Ruling are hereby Discharged.

DATED, SIGNED AND DELIVERED AT NAIROBI THIS 29TH DAY OF SEPTEMBER 2021.

HON. JUSTICE OGUTTU MBOYA,

JUDGE,

ENVIRONMENT AND LAND COURT,

MILIMANI.

In the presence of;