REPUBLIC OF KENYA

IN THE ENVIRONMENT AND ALND COURT

AT MERU

ELC NO. 67 OF 1998

ESTHER KATHAMBI DELFIN..PLAINTIFF

VERSUS

M'IBEERE KARAINE..DEFENDANT

JUDGMENT

Litigation history

1. The dispute herein has had a checkered history. The case has marked time in court for 24 years. The plaintiff sued the defendant vide a plaint filed on 25.2.1997 in Meru chief magistrates court case no. 146 of 1997, of which, this suit was apparently dismissed. It was then reinstated and transferred to the high court as Meru case no. 67 of 1998.

2. In the course of litigation history, the case was handled by different judges whereby sometimes directions were taken for the case to start afresh. This resulted in the litigants testifying several times. For instance, the plaintiff took to the stand to give her testimony for the very first time 20 years ago on 28.6.2001! She was to testify all over again on 21.6.2007 and the third round was on 27.9.2017. The same fate befell the defendant who testified for the first time on 24.11.2009, the second round on 3.2.2016 and finally on 14.6.2018.

3. The dispute relates to a suit parcel no. Ex-Lewa Settlement Scheme 696 in which plaintiff was issued with a title in 1995 but the land was occupied by the defendant long before the issuance of the title.

The pleadings

4. Plaintiff's claim is anchored on her amended plaint filed in court on 8.4.1997. She contends that she became the absolute owner of the suit land in August 1995 but defendant has from the said date trespassed upon the said land. The plaintiff therefore prays for:

> *(a) Eviction against the defendant and all claiming under him from the parcel number Ex-Lewa settlement scheme 696.*
>
> *(b) A permanent injunction restraining the defendant his servant's agents and assigns from trespassing or continuing to trespass on the parcel the subject of the suit.*
>
> *(c) General damages for trespass on waste of the land and depriving the plaintiff of the use and benefits of the land the subject of the suit.*

5. The defence claim is based on the amended defence and counter claim filed on 1.8.2017 in which defendant claims that he was the first one to be allocated the suit-land in 1983 in which he took possession immediately. In his counter claim, he prays for the dismissal of plaintiff's claim and for judgment to be entered in his favour as follows:

> *"The honourable court be pleased to expunge the name of the plaintiff from the register and to proceed to nullify the title issued to the plaintiff on 11th of August 1995 and that the honourable court do order that the defendant be registered as the sole and absolute owner of title no. Ex-Lewa scheme/696 and that the defendant be issued with a title deed for the same.* <u>*In the alternative*</u>*, and in the event that the court rules in favour of the plaintiff, then the court should hold that the defendant is entitled to the suit property by way of adverse possession and to further proceed to order that defendant be registered as the sole and absolute owner of the suit property and that a title deed for the same be issued to the defendant".*

Plaintiff's Case

6. **PW 1**, **Esther Kathambi Delfine** is the plaintiff. She testified that vide a letter dated 9.11.1994 she applied to the department of settlement for allocation of land through the Director of lands and settlement. The application was produced as p.exhibit 1. She received a response from the director of lands and settlement in Nairobi, in which she was offered plot no. 696. The letter of response was produced as p.exhibit 2. She wrote a letter of acceptance dated 28.6.1995 which was produced as p.exhibit 3.

7. The Meru District land adjudication officer wrote a letter to the Director of land adjudication and settlement Nairobi dated 14.6.1995 confirming that plot no. 696 had been allocated to the plaintiff. The letter was produced as p. exhibit 4.

8. The plaintiff paid the sum of Kenya Shs.6012 to the SFT (Settlement Fund Trustee) and also met all requirements and was then issued with a title deed. She produced the green card and title deed to that effect as p. exhibit 7 and 8.

9. She wanted to take possession of the land but she found that defendant was in occupation of the same. He was still in occupation of the suit land by the time pw1 was testifying on 27.9.2017.

10. During cross examination pw1 stated that in 1994, she was working for the ministry of lands and settlement in department of adjudication where she worked in Nairobi office for 3 months and was then transferred to the Meru office. She denies any knowledge of there being a vacant plot in Meru and that in her letter of application for a plot, she never mentioned the suit plot no. 696.

11. She further stated that she visited the suit land in 1995 in the company of the land adjudication officer and that is when she spotted some buildings. Later defendant came to complain in the office that someone had taken his land. That is when she learnt that defendant was the one on the ground. She has not gone back to the suit land since 1995. She is also aware that defendant is on the land to date. It is after she heard the complaint from defendant that she decided to file this case.

12. In re-examination, pw1 again reiterated that she went to the suit land in 1995 and never went back. She denies having influenced her bosses to get the land as she had applied for the plot in her personal capacity.

13. **Pw2**, **Korir Erick Kipkemoi** works with the ministry of lands and settlement. He gave a detailed account of the process of allocation of land in matters SFT. That before such allocation is done, the land is registered in the name of SFT, where the department is headed by the Director land adjudication and settlement. The decision to allocate the land is made by the permanent secretary in the relevant ministry and the Director.

14. That when one is allocated the land, they have to meet the terms and conditions such as payment of 100% of the amount indicated in the offer letter.In addition, one has to cultivate at least one acre, erect a structure or a dwelling house and also fence the land.

15. If someone failed to comply with those conditions he would be given a warning letter, and if they continue with the default, the land would be repossessed which action was not unlawful. The repossessed land could be allocated to another person.

16. In so far as the dispute at hand is concerned, pw2 stated that the land was registered in the name of SFT on 25.9.1985 and was transferred to plaintiff on 11.8.1995 as is evident from the green card. When pw2 came to testify in court, he had with him the office file relating to the suit land ex-lewa 696 and the file shows that the registered owner of the land is the plaintiff. Pw2 further stated that inside that file, there was a letter by District land adjudication office Meru to Director of land adjudication dated 14.6.1995 indicating that plaintiff was shown and accepted the offer of the suit plot (p.exhibit 4). The letter also confirms that plaintiff paid shs. 910 which was the 10% conveyance and loan fee.

17. He was not aware if the plaintiff met the offer conditions. He averred that if an allottee fulfils one condition e.g. paying the requisite 10% deposit but fails to meet other conditions, he cannot get transfer documents and SFT is entitled to repossess the same.

18. In cross examination pw 2 stated that he is a district land adjudication officer from Nairobi. He reiterated that the conditions one must fulfil in order to be allotted land is the payment of 10% deposit, the allottee must cultivate at least one acre of the land. He is aware that plaintiff paid the 10% deposit but he was not aware if she took possession and cultivated at least one acre or has built a structure on the suit property. However, to the best of his knowledge, plaintiff only met one condition. He was also not aware if plaintiff was given a notice of possession.

19. Pw2 further stated that he is aware that some people got tittles but they were not the ones on the ground. He avers that in cases of double allocation, the other person is given an alternative plot, and the issue is handled by the district land allocation committee headed by the district commissioner.

20. PW 2 also stated that where land is to be re-possessed, a notice is issued to the person who is to lose the land. The notice is addressed to the settler notifying him/her of the re-possession and the settler is expected to respond. They (adjudication officers) also visit the settler giving him/her conditions to remedy the breach. In the event that the breach is not complied, the land is repossessed.

21. PW 2 was shown a letter marked as No. 5 for defence from the district land adjudication Meru showing that the suit land 696 was allocated to defendant in 1983. In that regard, Pw 2 confirmed that he has a copy of the said letter in his office file. The letter confirms that the allottee paid the 10% as required documentation meaning there was discharge of charge and preparation of title. From the file he had, there was no evidence of breach.

22. He contends that before a title is issued, a discharge of charge comes through their office and is addressed to the allottee who comes to their office to sign. He signs a transfer. The allottee then takes the discharge of charge to the district Land Registrar for preparation of a title deed.

23. In regard to the file PW 2 had in court, there was no discharge of charge. There was no letter of application of 9.11.1995, nor the letter of 14.6.1995 (p. exhibit 3 & 4) and he did not have a copy of the receipt. He however could see that the title for the suit land belongs to plaintiff and the letter of offer and a payment receipt were there.

24. Pw 2 further stated that their file contained reference to defendant whereby there was a letter from their office to the director in Nairobi. There is a letter from Ole Kaparo advocates dated 29.7.1995 addressed to the director in respect of the suit plot but it was not respondent to. Pw 2 states that their file shows that defendant has an interest in the land too and that there was no letter cancelling defendant's interest in the land.

25. In re-examination, Pw2 stated that this was a case where defendant was allocated the suit land in 1983 while plaintiff was allocated the same land in 1995. He clarified that the general guidance in SFT land is that the settlement department do not allocate a plot where there is someone else on the ground. He gave a basis as to why the district land adjudication officer wrote a letter of 25.11.1994 referring to allocation of the land by DC to defendant in 1983. The same was written because one Kathurima was said to have intruded on the property. The defendant was confirmed to be the allotee, and he had paid the 10%. He could not state whether defendant had breached any conditions. He also reiterated that a title may not be issued if there is no discharge signed by their office.

26. Pw 2 further reiterated that he did not have a copy of the receipt for the deposit made by the plaintiff issued by their Nairobi office, he did not have the application for allotment and he had no letter nullifying defendant's offer. He however could see the letter from Ole Kaparo advocates who were asking the director to state who the legal allottee of the disputed land was. The letter was dated 29.7.1995.

Defence case

27. **Dw1**, **M'Ibere Karaine** is the defendant. He introduced himself as a farmer from Kisima. He contends that he was allocated the suit land by the ministry of lands and settlement in the year 1983. It was five acres. He took possession and fenced the same. He built 4 houses and started farming. He has lived on that land to date. He lives on that land with 8 children. He paid the rent required Shs.625 as per the bundle of receipts produced as D, exhibit 1 a & b. No one has ever come up to remove him from the land and he was not given any notice to vacate the land.

28. In 1989, he took a loan from AFC as per D. exhibit 2. He was not issued with a title deed. When he went to pay for the title, he was told that the land belongs to someone else.

29. He contends that his neighbours on that land include M'Larumbi M'Ulibwa, Mutia Ruchilata and Godfrey Thania Athilu. He has lived on that land for 35 years where on he has buried his mother.

30. DW 1 produced his exhibit the letter of 16.11.1994 from the ministry of lands and settlement addressed to the District land adjudication and settlement officer, another dated 25.11.1994 as D. exhibit 4 a and b. He contends that if plaintiff was registered as owner of the land, then that was fraudulent and her case should be dismissed.

31. In cross examination (which was done in two phases), DW 1stated that he was allocated the land through SFT which was the first entity to be registered as the owner of the land. He confirms that there were terms and conditions including the 10% payment and that he paid this amount but his documents got lost. He also paid the 90% balance. He averred that SFT did not take away your land even if one did not meet the conditions set out and that SFT had no powers to take someone's land. He denies that SFT is the one which took away his land.

32. DW1 further stated that when he went to complain at the lands office, he found the plaintiff there who referred him to a Mr. Mwiti, who in turn told him that the land was his (DW 1's). That is why he is disputing plaintiff's title. He was however not given a title in his name, though he was given a transfer. He avers that SFT did not do anything wrong to him hence he had no reason to sue them.

33. He denies having breached the terms and conditions set in the allocation. He also reiterated that he has buried his mother on that land.

34. In re-examination, DW1 again emphasized that he was allocated the land in 1983, paid the 10% payment, fenced the land and occupied the same. He avers that he was never given any document stating that he did not comply with the terms and conditions and that SFT never told him to leave that land.

35. **DW2 M'Lurambi M'Ithibwa** adopted his statement recorded on 3.8.2017 as his evidence. He avers that he is a neighbour of defendant as his land (parcel 750) is on the upper side of the suit land. He doesn't have a tittle. He contends that they received their letters of allotment on the same day and they have lived as neighbours on those land since March 1983. He avers that DW 1 sired 7 children on the suit land and he has buried his mother on that land. He doesn't know plaintiff and she has never come there.

36. He contends that after allotment, one was expected to till, fence and build on the land and this is what defendant did.

37. In cross examination, Dw 2 stated that he did clearance for the title but he has not collected the same and that the same is still in the name of SFT.

38. He also reiterated that the conditions to be met after allocation of the land were to fence, build, farm and live on that land in addition to making a payment of shs.625 in order to get a title. He has not heard that SFT could repossess the land on account of failure to comply with terms and conditions and he has not seen anyone's land being repossessed for failure to meet conditions. He averred that SFT remained the owners of the land until a title is issued. He doesn't know if plaintiff paid the 75% or whether she has a title.

39. In re-examination, DW 2 stated that he is aware that defendant paid the 25% upon their allocation of the land in 1983. He avers that if

someone's land is to be repossessed, then the allottee has to be given a notice.

40. **DW3, Ikamati Mathiu Kaburi** adopted his statement recorded on 26.9.2017 as his evidence. He too is a neighbour of Dw1, and his evidence is more or less like that of DW2.

41. In cross examination DW 3 averred that he did get a title. He contends that the suit land emanated from SFT and allottees had to meet the following conditions:

- To stay on the land.

- To pay 10% of the amount.

- To work on the land.

- To ensure that one keeps the boundaries.

42. The balance of 90% was still to be paid and the government had the mandate to take back the land in case of default and one had 30 years to finish the payments.

43. He doesn't know if defendant breached conditions but he is aware that defendant continued to comply.

44. In re-examination Dw 3 stated that they got the land in 1983 and defendant was given the land the same date with him and he has stayed on that land to date. His farm is guarded with posts. He doesn't know the plaintiff.

Submissions

45. I have not seen the submissions of defendant. It was submitted for the plaintiff that she applied for allotment of the SFT land of which her application was successful and on 11.8.1995 the land was transferred to her.

46. It was argued for the plaintiff that she holds a title to the suit land hence she is prima facie the legal proprietor of the land as the case before the court is not about inquiry into the process of acquisition of the title, nor is it a case of judicial review of the decision of the settlement and trustees to transfer title and ownership to the plaintiff.

47. It is averred that defendant has never instituted a case to question the department of settlement to transfer title to the plaintiff and not to him (defendant). It was also averred that the decision of the department of settlement was final.

48. To this end, the plaintiff has relied on Section 26 of the Land Registration Act as well as the following cases; **Joel Kipkosgei Sigei alias Sigei vs Peter Maina Macharia & another ELC 504/2017, R.G Patel vs Laiji Makanji 1957** and **Arthi High way Developers Limited vs West End Butchery Ltd and others (2015) eKLR.**

49. On the claim of adverse possession, it was submitted that the period when SFT was registered as the proprietor of the land could not be counted in line with the provisions of section 41 of the limitation of Actions Act (1985-1995). It was also argued that the suit filed by the plaintiff in 1997, interrupted any period on a claim of adverse possession. On this point the plaintiff cited the following authorities; **ELC 378/12 Eldoret Kimoi Ruto & another vs Samwel Kipkosgei Keitany & another, Nairobi ELC No. 365 of 2014 Ravji Karsan vs Peter Gakunu, Nyahururu ELC No. 120 of 2017 James Macharia Mariga (suing as a legal representative of the estate of William Njuguna Mariga (deceased) vs Ruth Kanini Ndungu.**

50. As regards defendants claim, the plaintiff submitted that the evidence of defendant and his witnesses did not indicate that defendant fully complied with the terms and conditions particularly the balance of the 90%. The court has been urged to find that defendant's documents got lost, but the likely position is that the documents never existed. That the reasons or grounds which the trustees used to decide to transfer the land and title to the plaintiff and not defendant remain an issue between the trustees and defendant, hence defendant's claim should be directed to the trustees and not the plaintiff.

51. It is further submitted that from the time the plaintiff acquired title to the land, the defendant became a trespasser on that land (that is as from 11.8.1995). In conclusion, the court was urged to allow plaintiff's claim and dismiss that of defendant.

Determination

52. I have weighed all the evidence adduced herein, the pleadings as well as the submissions of the parties. There is no controversy that plaintiff is the registered owner of the suit land. It is also not in dispute that defendant is the one who has been in occupation of the land for a long time and that plaintiff has never taken possession of that land. It is also not in dispute that the land was originally in the hands of SFT which in turn was under the department of land adjudication and settlement in the ministry of lands.

53. The issue for determination is **whether the title issued to the plaintiff should continue to stand paving way for the eviction of defendant or whether the said title should be canceled thus recognizing defendant as the owner of the land.**

54. It is quite apparent that the defendant was the first one to be allocated the land in 1983. Him and his neighbors, DW 2 and DW 3 have given a consistent account that the allocation occurred the same day. Though defendant doesn't have documents regarding how he met

conditions of payment of the suit parcel, having lost the same, he does have a receipt no. 748735 from SFT for plot no. 696 and another 815469 again from SFT. I believe these were the two exhibits 1 a & b for defence.

55. PW 2, the district land adjudication officer also stated that the file from their office relating to the suit land did contain information that the suit land was allocated to defendant in 1983. His verbatim words on this point were as follows:

> ***"I have a letter from the District land settlement officer dated 25.1.1994 referring to an allocation by the D.C of the suit land to the defendant in 1983. The letter was confirming what was on the ground. One Kathurima was said to have intruded into the suit property and the defendant in this case was confirmed to be the genuine allottee. The defendant is said to have paid 10%. The letter was recommending that the defendant be documented. The final order was to come from the director".***

56. This evidence of PW 2 again puts the issue in a better perspective that defendant had been allotted the land long before the same was registered in plaintiff's name.

57. And finally to buttress this point pw 2 did clarify that a firm of lawyers Ole Kaparo advocates had written to the director of adjudication via a letter dated 29.7.1995 inquiring as to who was the legal allotee of the disputed land and again he was getting the information from the file from their office. The letter was never responded to.

58. Having come to the conclusion that the suit land had been allotted to the defendant first, was the said land then available for alienation in favour of the plaintiff? It has been submitted by the plaintiff that, that is an issue between the defendant and SFT and that the claim should not be directed upon the plaintiff. However I find that Pw 2 has given a detailed account of the circumstances which could prompt the process of repossession. PW 2 stated that once the land was given to an allotee by SFT one had to meet certain conditions namely:

- Payment of 10%

- Cultivating at least one acre of land.

- Erection of a structure (building)

- Fencing.

59. These conditions have been recited again by all the witnesses save the plaintiff. PW 2 further stated that if someone failed to comply with the conditions, he would be given a warning and if the breach persisted, the land would be repossessed. While making reference to their office file, Pw2 had this to say regarding the allocation to defendant;

> ***"From the file I have brought to court, there is no evidence that one of the conditions of the offer was breached".***

60. In essence there was no notice of default issued to the defendant to the effect that failure to correct the default within a stipulated period would attract repossession. Further there was no letter issued to the defendant canceling the original letter of offer or allocation.

61. It cannot therefore be said that this is a claim between defendant and SFT. It is a situation where by SFT had divested its interests in the land in favour of the defendant and hence they had no such other interests to offer the plaintiff before the cancellation of the interests of the defendant.

62. In the case of **<u>Arthur Matere Otieno vs Dorina Matsanza (2003) eKLR,</u>** the court found the claim of the plaintiff wanting for there was no notice issued to defendant to remedy the breach in relation to SFT land.

63. In the case of **<u>Waas Enterprises Ltd versus City Council of Nairobi & Another, (2014)eKLR</u>,** the court was dealing with a situation whereby a 2nd defendant had been on the suit property from 2000 yet the plaintiff was allotted the suit property in 1999. The court declared the 2nd defendant a trespasser while stating thus:

> ***"The law to my understanding is that <u>once the suit property has been allotted to someone it</u> <u>is not available to another person unless the allotting body cancels the allotment.</u> This is supported by the case of Rukaya Ali Mohamed vs. David Gikonyo Nambacha & Another Kisumu HCCA No. 9 of 2004 where Warsame J. [as he then was] stated that, "….once allotment letter is issued and the allottee meets the conditions therein, the land in question is no longer available for allotment since a letter of allotment confers absolute right of ownership or proprietorship unless it is challenged by the allotting authority or is acquired through fraud mistake or misrepresentation or that the allotment was out rightly illegal or it was against public interest. <u>In other words, where land has been allocated, the same land cannot be reallocated unless the first allocation is validly and lawfully cancelled."</u> Iemphasize added. It is therefore my opinion that the suit property was not available at all for the 2nd defendant because by the time the licence was issued to the 2nd defendant, an allotment letter had already been issued to the plaintiff. To my understanding since the 2nd defendant has been in the suit property illegally, she is a trespasser."***

64. This far, it is clear that it matters not whether defendant had met the conditions of allotment or not, it matters not whether his documents were lost or not. The bottom line is that without a cancellation of his allotment, the land was not available for allocation to the plaintiff or anyone else.

65. Plaintiff has submitted that having acquired the title to the land, then she is the prima facie legal proprietor of that land. However, **Article 40 (6) of the Constitution** state that:

"The rights under this article do not extend to any property that has been found to have been unlawfully acquired".

66. The plaintiff has given an account of how she acquired the land. While being cross examined, she stated thus;

"I did not specify the plot I wanted to be allocated in Meru. I did not know if there was a vacant land in Meru.

67. However her letter of application produced as P. exhibit 1 dated 9.11.1994 stated that:

"I am one of your officers stationed at Meru, and I would beg to be considered for allocation with a plot of land at Meru. I am a single parent and I would be eternally grateful if you assist me with one of the plots currently being re-possessed".

68. This clearly shows that her application had a target, that is plots which were being re-possessed and she was aware of them. It was therefore incumbent upon the plaintiff to ascertain that what was subsequently offered to her was indeed a re-possessed plot.

69. Another point for consideration is that there is nothing to indicate that plaintiff had met the requisite conditions set out by pw 2 to qualify to have a title. In particular, it is clear that the plaintiff never took possession of the plot, she did not fence it, work on it or build thereon. Indeed according to plaintiff, she only went to the suit land in 1995 when she got the title. That is when she established that there were buildings on the land. To the best of PW 2's knowledge, pw 2 had only met one condition that of the 10% payment.

70. Further pw 2 who is from the department of settlement stated that the general guidelines were that if there was someone on the land already, then such land would not be allocated to someone else. The plaintiff having gone to the site in 1995 in the company of the land and settlement officer and having found that the land was occupied, then it follows that the allocation of the land and the subsequent issuance of the title into her name (plaintiff) were already tainted with irregularities.

71. Pw 2 had gone to great lengths to explain how a title is issued in relation to SFT land. That a discharge of charge comes through their office addressed to the allottee who comes to sign before them and he signs the transfer. For the file pw 2 had in court for parcel 696, there was no discharge of charge. One wonders as to what documents were then presented to the Lands Registrar to facilitate the issuance of title in favour of the plaintiff without the discharge of charge. Indeed, it is peculiar as to how plaintiff became the owner of the land with all the missing links appertaining to acquisition of land in a settlement scheme.

72. In the case of **Danchi Kiptugen –vs- Commissioner of Lands & 4 Others (2015)eKLR**, it was stated that;

"It is not enough that one issues a Lease or a Certificate of Lease and asserts that he has good title by the mere possession of the Lease or Certificate of Lease. Where there is contention that a Lease or Certificate of Lease held by an individual was improperly acquired, then the holder thereof must demonstrate, through evidence, that the Lease or Certificate of Lease that he holds was properly acquired. The acquisition of title cannot be constricted only in the end result, the process of acquisition is material. It follows that if a document of title was not acquired through the proper process, the title itself cannot be said to be a good title. If this were not the position, then all one would need to do is to manufacture a lease or Certificate of title at (some) backyard or the corner of a dingy street, and by virtue thereof, claim to be the rightful proprietor of the land indicated therein."

73. Likewise in the present case, the process in which the plaintiff acquired the title was tainted with irregularities and illegalities, for SFT which was the original registered owner of the land had divested itself of the rights and interests in the suit land via allocation of the same to the defendant. The plaintiff therefore did not get a good title.

74. **Final orders**: In the final analysis I find that plaintiff's case is not merited. I need not determine the alternative prayer in defendant's counter-claim as his main prayer has merits.

(1) Plaintiff's case is hereby dismissed.

(2) Defendants counter claim is allowed in the following terms:

(i) Plaintiff's title issued on 11.8.1995 is hereby nullified.

(ii) An order is hereby issued for the defendant to be registered as the owner of land parcel Ex-Lewa Scheme/696 and to be issued with a title to that effect.

(iii) Plaintiff is condemned to pay for costs of the suit.

DATED, SIGNED AND DELIVERED VIA EMAIL AT MERU THIS 22ND DAY OF SEPTEMBER, 2021

HON. LUCY. N. MBUGUA

ELC JUDGE

ORDER

The date of delivery of this Judgment was given to the advocates for the parties through a notice issued on 3.9.2021. In light of the declaration of measures restricting court operations due to the *COVID-19 pandemic* and following the practice directions issued by his Lordship, the Chief Justice dated 17th March, 2020 and published in the Kenya Gazette of 17th April 2020 as Gazette Notice no.3137, this Judgment has been delivered to the parties by electronic mail. They are deemed to have waived compliance with order 21 rule 1 of the ***Civil Procedure Rules*** which requires that all judgments and rulings be pronounced in open court.

HON. LUCY N. MBUGUA

ELC JUDGE