



**ANK v DLK & another (Constitutional Petition E002 of 2022)
[2024] KEHC 8394 (KLR) (10 July 2024) (Judgment)**

Neutral citation: [2024] KEHC 8394 (KLR)

**REPUBLIC OF KENYA
IN THE HIGH COURT AT NAROK
CONSTITUTIONAL PETITION E002 OF 2022**

**F GIKONYO, J
JULY 10, 2024**

BETWEEN

ANK PETITIONER

AND

DLK 1ST RESPONDENT

JEN 2ND RESPONDENT

JUDGMENT

Protection of matrimonial property rights

1. This petition largely seeks for declaration and protection of matrimonial property rights during subsistence of marriage. The petition is dated 2nd March 2022 and the specific orders it seeks are: -
 - a. A declaration that Cismara/Olokurto/1769 is held in trust by the 1st Respondent for the Petitioner.
 - b. A declaration that the 2nd Respondent does not have beneficial interest/legal right over any portion of title number Cismara/Olokurto/1769.
 - c. A declaration that any purported transaction in respect of Cismara/Olokurto/1769 without the consent of the Petitioner is null and void ab initio.
 - d. A declaration that the 1st Respondent is in breach of trust.
 - e. An order that the 1st and 2nd Respondents or their agents be permanently restrained from sub-dividing, selling, charging, mortgaging, or transferring the said title number Cismara/Olokurto/1769 without the Petitioner's consent.
 - f. The 1st and 2nd Respondents to meet the costs of this Petition.



2. The Petitioner stated that both the 1st Respondent and herself are husband and wife. She reiterated that the matrimonial home was comprised in Title Number L.R Cismara/Olokurto/1769. The Petitioner further averred that the parcel of land L.R Cismara/Olokurto/1769 was inherited by the couple out of the ancestral parcel during the subsistence of their marriage and that the Respondents were keen to alienate the Petitioner's matrimonial home without her consent. She stated that the 2nd Respondent had not sought from the 1st Respondent proof of spousal consent before purporting to purchase the suit property.

Responses

3. The respondents contested the petitioner's averments by filing an answer to petition and cross-petition dated 20th May 2022 together with a list of documents and attached documents dated 26th May 2022.
4. The 1st Respondent confirmed that indeed he was married to the Petitioner in the year 2002 under the Maasai Customary Law. However, he was quick to state that he was a polygamous man and married to one other wife namely Edith Chepkorir. He confirmed that indeed the matrimonial home with the Petitioner was established on L.R Cismara/Olokurto/1769 where they currently resided, however, they only occupied part of the subject property alongside his other wife.
5. The 1st respondent contends that the subject property is ancestral land which he inherited before consummation of marriage with the petition. He has lived on, and utilized the property for a considerable period of time. He holds the property in customary trust.
6. He argued further that, the title deed was issued upon completion of the adjudication process. And, the fact that the title was issued during the subsistence of marriage does not mean the property is matrimonial property. He occupied the inherited ancestral land before consummating the marriage with the petitioner.
7. According to the 1st respondent, the suit property is not matrimonial property.
8. The 1st respondent contends that the intended transfer is not of a portion of the land that the petitioner occupies. He stated that the petitioner's act of submitting to refund the purchase price of Kshs. 540,000/= to the 2nd respondent on 19th January 2022 was acknowledgement of the sale of the land, and that she was aware of the consequences of failure to honour the agreement dated 19th January 2022.
9. The 2nd respondent contends that he bought 3 acres out of the parcel of land known as Cismara/Olokurto/1769 Vide contract of sale of land with the 1st respondent on 5th November 2021 for a consideration of Kshs. 540,000/=. The petitioner and 1st respondent agreed to refund the consideration on or before 20th February 2022 vide agreement dated 19th January 2022.

Directions of the court.

10. The petition was canvassed by way of written submissions.

The Petitioner's submissions.

11. The petitioner submitted that there is no evidence before the Court by the 1st Respondent to prove that the land in question herein is inherited land and subsequently acquired before the subsistence of the marriage to the Petitioner. The petitioner relied on Section 5 of the [Matrimonial Property Act](#).



12. The petitioner submitted that she made a non-monetary contribution towards the acquisition of matrimonial property during the subsistence of the marriage. The petitioner relied on HNM-VS-FTS [2021] eKLR, and MW -VS-AN [2021] eKLR
13. The petitioner submitted that noting that the property herein was registered on 7th July 2017, it was upon the 1st Respondent to rebut the presumption that he was not holding the property in trust for the Petitioner. The petitioner contends that L.R Cismara/Olokurto/1769 constitutes matrimonial property and as such the said property is held in trust by the 1st Respondent for the Petitioner.
14. The petitioner submitted that she is entitled to the reliefs sought. She relied on Sophy Njiri-Vs-National Bank of Kenya & Another (2015) eKLR, Section 17 of the *Matrimonial Property Act*, PNN-VS-ZWN (2017) eKLR, and N.C.K-VSG.V. K[2015] eKLR.
15. The petitioner submitted that costs of the suit ought to be met by the Respondents in the event that the Petition is upheld, especially considering the financial disadvantages of the petitioner. The petitioner relied on Section 27 (1) of the *Civil Procedure Act*, Cap. 21 Reids Hewet & Company - Versus - Joseph Air 1918 cal. 717 & Myres - Versus - Defries (1880) 5 Ex. D. 180.

The Respondents submissions.

16. The respondents submitted that the affidavit by Edith Chepkorir attached to the further supporting affidavit dated 19th October 2022 and marked "ANK1(a) is irregular and unprocedurally in court as the deponent is not a party to these proceedings and cannot be relied upon and should be expunged from record. The respondents contend said affidavit offends the provisions of Order 9 rule 2(a) as amended by Legal Notice No 22 of 2020. The respondent relied on Moijo Matanya Ole Keiwa Vs. Chief Justice of Kenya & 8 Others eKLR.
17. The respondents submitted that the petitioner has failed to establish that she enjoys a monogamous union and therefore the suit land is matrimonial property for the benefit of both the petitioner and Edith Chepkorir.
18. The respondents submitted that given that the 1st respondent is a man with a polygamous family the provisions of section 12 do not apply and therefore the transaction cannot be held void on the ground of spousal consent. The respondents relied on Mary Wanjiru Njuguna Vs, Peter Weru Kabui & 2 Others [2020] eKLR.
19. The respondents submitted that there is no evidence of duress, unconscionable, unreasonable, and oppressive conduct on the part of the respondents towards the petitioner into signing the agreement. The respondents relied on black's Law Dictionary 8th Edition definition of duress, and Nabro Properties Ltd Vs Sky Structures Ltd [1986] eKLR extract from Chesire & Fifots Law of Contract 8th edition.
20. The respondents submitted that the petitioner has not proved her suit against the respondents on a balance of probability as required by law. Therefore, the same should be dismissed with costs to the respondents. The respondents relied on Section 27 of the *Civil Procedure Act*, and Republic v Rosemary Wairimu Munene, Ex parte Applicant V Ihururu Dairy Farmers Co-operative Society Ltd.

Analysis And Determination.

21. This court has considered the pleadings, and the submissions by parties herein.



The context: jurisdiction and the law

22. This petition an action for declarations and protection of rights to property under article 40 of *the Constitution* and section 17 of the *Matrimonial Property Act*. Such action may be made by a person or spouse or former spouse. It may also be made by a spouse against a spouse during the subsistence of marriage.
23. Section 17 of *Matrimonial Property Act* which is on; 'Action for declaration of rights to property', provides that: -
 1. A person may apply to a court for a declaration of rights to any property that is contested between that person and a spouse or a former spouse of the person.
 2. An application under subsection (1)—
 - a. shall be made in accordance with such procedure as may be prescribed
 - b. may be made as part of a petition in a matrimonial cause; and
 - c. may be made notwithstanding that a petition has not been filed under any law relating to matrimonial causes.

Protection of matrimonial property rights during marriage

24. It is not in dispute that the Petitioner and the 1st Respondent are husband and wife.
25. It is also not in dispute that the subject property herein was inherited and on which the petitioner and 1st respondent established their matrimonial home, and live thereon with their children.
26. The point of divergence, however, is; whether the property is matrimonial property.
27. The Petitioner states that the suit property was inherited during the subsistence of the marriage. The 1st Respondent, on the other hand, claimed that he had lived on the property for a considerable period of time, and further, that, he holds it on customary trust.

Issues

28. Therefore, issues for determination are: -
 - i. Whether L.R Cismara/Olokurto/1769 is matrimonial property?
 - ii. Whether the Petitioner is entitled to the orders sought?
 - iii. Who bears the costs of this Petition?

I. Whether L.R Cismara/Olokurto/1769 Is Matrimonial Property.

Matrimonial property in law

29. For a property to qualify as matrimonial property, it must fall within the definition in Section 6 of the *Matrimonial Property Act* which defines matrimonial property as: -
 - 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 sub section (1) trust property including property held in trust under customary law, does not form part of matrimonial property."
30. 'Matrimonial home' has been defined in Section 2 of the *Matrimonial Property Act*, as: -
"any property that is owned or leased by one or both spouses and occupied or utilized by the spouses as their family home, and includes any other attached property."
31. Section 9 of the Act further provides;
"9. Acquisition of interest in property by contribution
Where one spouse acquires property before or during the marriage and the property acquired during the marriage does not become matrimonial property but the other spouse who makes a contribution acquires a beneficial interest in the property equal to the contribution made.
32. Section 5 of the *Matrimonial Property Act* states as follows: -
"Rights and liabilities of a person
"Subject to Section 6, the interest of any person in any immovable or movable property acquired or inherited before marriage shall not form part of the matrimonial property."
33. Moreover Section 14 of the *Matrimonial Property Act* provides two rebuttable presumptions as to property acquired during marriage: where the property is acquired: -
a. in the name of one spouse, there shall be a rebuttable presumption that the property is held in trust for the other spouse; and
b. in the names of the spouses jointly, there shall be rebuttable presumption that their beneficial interests in the matrimonial property are equal.

Customary trust

34. The 1st respondent has claimed that he holds the suit property under customary trust making a discussion on trust, generally, and customary trust, in particular, important.
35. Trust property is protected in law for the benefit of the beneficial owners. A trust will not be defeated by a claim of matrimonial property. Section 6(2) of the *Matrimonial Property Act* specifically provides that: -
"despite sub section (1) trust property including property held in trust under customary law, does not form part of matrimonial property."
36. Of customary trust, the Supreme Court in the case of M'Lintari, stated that: -
The categories of a customary trust are therefore not closed. It is for the court to make a determination, on the basis of evidence, as to which category of such a trust subsists as to bind the registered proprietor.



37. And: -

Each case has to be determined on its own merits and quality of evidence. It is not every claim of a right to land that will qualify as a customary trust. In this regard, we agree with the High Court in *Kiarie v. Kinuthia*, that what is essential is the nature of the holding of the land and intention of the parties. If the said holding is for the benefit of other members of the family, then a customary trust would be presumed to have been created in favour of such other members, whether or not they are in possession or actual occupation of the land. Some of the elements that would qualify a claimant as a trustee are:

1. The land in question was before registration, family, clan or group land
 2. The claimant belongs to such family, clan, or group
 3. The relationship of the claimant to such family, clan or group is not so remote or tenuous as to make his/her claim idle or adventurous.
 4. The claimant could have been entitled to be registered as an owner or other beneficiary of the land but for some intervening circumstances.
 5. The claim is directed against the registered proprietor who is a member of the family, clan or group.
38. On one hand, the 1st respondent claimed that the suit property was inherited by him before he married the petitioner; and that he holds it under customary trust.
39. On the other hand, it was the admission of the 1st respondent that; they established their matrimonial home on the suit property where they live with the petitioner and their children; that the portion he sold is not where the matrimonial home rests, yet, it is part of the suit property; and that it is matrimonial property but for him and his 'two wives'.
40. In addition, in the Respondents' list of documents filed in court on 27th May, 2022, is a copy of the title deed for L.R/Narok/Olokurto/1769 which was issued on the 7th day of July, 2017.
41. According to the Petitioner the property was inherited and title issued thereto during the subsistence of the marriage and/or cohabitation.
42. It is instructive in a claim of customary trust, that, the 1st respondent should prove the nature of the holding of the land and intention of the parties was to create a customary trust (*Kiarie v. Kinuthia*). Other than stating that he inherited the suit property, he did not prove that the holding thereof is for the benefit of other members of the family, so as to presume a customary trust in favour of such other members.
43. Accordingly, the 1st Respondent did not prove customary trust upon or that he held L.R/Narok/Olokurto/1769 in trust for others.

Alleged polygamy and the affidavit

44. The 1st respondent also contended that he is a polygamous man, with two families; the 1st being the petitioner, and the 2nd being Edith Chepkorir with whom he has two children whom he is taking care of and also benefit from the proceeds of the land.
45. The 1st Respondent has introduced a third party by the name of Edith Chepkorir to try and justify that the Petitioner has a claim to a part only of L.R /Narok/Olokurto/1769 by claiming that the said third party was also his wife, and therefore, entitled to a share in the suit property.



46. Annexed to the further affidavit sworn by the Petitioner on 19th October 2022, the said Edith Chepkorir attested by filling a statutory declaration that she had been in a relationship with the 1st Respondent whereupon in the course of their relationship they were blessed with two issues. However, she vehemently denied being a wife to the 1st respondent nor being a resident on the suit property. The said Edith stated that the 1st Respondent was only using her name as an avenue and/or justification to acquire unjust enrichment without her consent.
47. The 1st respondent contends that the said affidavit by Edith Chepkorir attached to the further supporting affidavit dated 19th October 2022 and marked "ANK1(a) purporting to distance her family ties with the 1st respondent is full of lies, falsehoods and unsubstantiated information. He stated that, it is irregular and unprocedurally in court as the deponent is not a party to these proceedings and cannot be relied upon and should be expunged from the record. That the said affidavit offends the provisions of Order 9 rule 2(a) as amended by legal notice no 22 of 2020 which provides that an affidavit will be admissible if the same is sworn with the authority of the party who intends to rely on it.
48. He argued further that, there is no paragraph in the impugned affidavit that the said Edith Chepkorir was authorized to swear the affidavit. The said affidavit is neither documented in any list of documents sought to be relied on in the prosecution of the petition.
49. Under Order 19 Rule 3 of the Civil Procedure Rules, Affidavits: i) shall be confined to such facts as the deponent is able of his own knowledge to prove: and or ii) may contain statements of information and belief showing the sources and grounds thereof.
50. Objections on whether a person may swear an affidavit in a proceeding where the person is not a party have been dealt with in a great number of cases which the court does not need to multiply. Except, to cite: Obonyo Walter Oneya & Another vs Jackline Anyango Ogude (Suing as the Administrator of the Estate of Fredrick Odhiambo Sewe (Deceased)) [2018]eKLR, Tahmeed Coach Limited & 2 others v Salim Mae Peku (Legal Representative of Sadiki Salim Peke (Deceased)) [2014] eKLR, Njuguna Ngugi v Godfrey Adhiambo Oyoo [2021] eKLR
51. Therefore, a person, who is not a party in a proceeding, may swear an affidavit on matters are within his or her the knowledge and are relevant to the proceeding.
52. It bears repeating that, the 1st respondent introduced Edith Chepkorir and his relationship with her as a line defense; specifically claiming she is his wife. Although not a party, she is competent and entitled to swear an affidavit or make a statutory declaration on the matter touching her or person.
53. Further, matters she was speaking to were within her personal knowledge and disposition. The proposition by the 1st Respondent that only parties or co-litigants who can swear affidavits in a matter, is utter distortion of the law.
54. On the basis of the evidence, the 1st respondent did not prove alleged polygamous marriage.

Presumption of trust: beneficial interest

55. Under Section 14 of the Matrimonial Properties Act, the law has created two rebuttable presumptions of law in respect of property acquired during marriage as follows:
 14. Presumptions as to property acquired during marriage Where matrimonial property is acquired during marriage-
 - a. in the name of one spouse, there shall be a rebuttable presumption that the property is held in trust for the other spouse; and



- b. in the names of the spouses jointly, there shall be rebuttable presumption that their beneficial interests in the matrimonial property are equal

56. These presumptions of law serve to protect matrimonial property and rights thereto by creating a trust. Trust form has also been used in law, to deal with any abuse of trust by one of the spouses who is registered as the owner or in total control of the matrimonial property from claiming both control (ownership) and enjoyment (benefit) of the trust property to the exclusion and detriment of the other.

57. See a work of this court in *Jacqueline Chepleting Vs. Joseph Naila & Another Narok HCCC NO 3 OF 2016(OS) [2024] eKLR* that:

“The protection may take many forms appropriate to the facts of the case. And, where a spouse has demonstrated a link or causal connection between his or her contributions and the acquisition, preservation, maintenance or improvement of the matrimonial property, a share of the property proportionate to the contribution can be impressed with a constructive trust in his or her favour.”

58. In the same decision it was stated that: -

...hitherto, it is not uncommon that, matrimonial property in Kenya is either registered or held in the name, or under the full control of the husband. This may be by mutual agreement, or by invocation of some traditional belief. But, it is the kind of holding with real potential for abuse.

Trust or constructive trust has been used in law to remedy abuses in relation to matrimonial property by one of the spouses in vantage position. See section 7, 8, 9 and 14 of the *Matrimonial Property Act*.

Abuse of the trust form occurs where the trustee (in this case, the defendant) attempts to have both enjoyment and control of, as if he fully owned the property.

59. Where property is acquired during the subsistence of a marriage the spouse seeking to claim a beneficial interest must prove that he or she has made contributions to the improvement of the land.

60. In the present case the petitioner has invited the court to find that, she has a beneficial interest in the suit property having contributed to improving the matrimonial home by carrying on house chores, cultivating the suit land, and taking care of the 1st respondent and the children of the marriage as the only spouse.

61. The 1st Respondent was quick to dismiss the Petitioner’s contribution as “normal duties synonymous with every homestead”.

62. The evidence on record is that the Petitioner made contributions towards the improvement of the matrimonial property which evidence was uncontroverted.

63. The 1st Respondent failed to tender evidence to prove to the court his claims that, he developed the property single-handedly and has always been in possession and exclusive control of the property to the exclusion of the Petitioner.

64. Accordingly, this court finds that the petitioner contributed to improvement of the matrimonial property. She has beneficial interest in the property and enjoys the presumption of trust. Therefore, the 1st respondent holds the suit property in trust for himself and the petitioner.



Suit property is matrimonial property

65. The petitioner has provided proof that the suit property was inherited and title issued thereto during the subsistence of marriage. Evidence show- and this was confirmed by the 1st respondent- that the petitioner and the 1st respondent established their matrimonial home on the suit property and live thereon with their children.
66. This court finds that L.R/Narok/Olokurto/1769 was inherited during the subsistence of the marriage, the two spouses established their matrimonial home and live on the suit property, therefore, it is matrimonial property.

II. Whether the Petitioner is entitled to the orders sought?

67. The 1st respondent avers that the Petitioner is undeserving of the equitable remedy of restraining the respondents from dealing with the property whatsoever.
68. According to the 1st Respondent, the ELC is the only court that can interfere with contracts entered between parties on proof that the contract was unlawful, illegal, or meant to conceal fraudulent activities.
69. It is this court's view that, the relief sought in the petition is to prevent infringement of the matrimonial property rights by the respondents; and the contracts entered into herein by the parties are tendered merely as evidence of infringement of the matrimonial property rights.
70. Under Section 17 of the *Matrimonial Property Act* and article 22 and 40 of *the Constitution*, the court has jurisdiction to application for redress of violation or threatened violation of rights including matrimonial property rights.
71. Evaluation of these pieces of evidence, therefore, is within the claim of infringement of property rights rather than enforcement of contract.
72. It has been claimed that, the petitioner together with the respondents entered into an agreement on the 19th day of January 2022 in which she acknowledged the sale between the 1st and 2nd respondent.
73. The agreement stipulates that the 1st respondent including the petitioner and their son would refund the purchase price of Kshs. 542,000/= received from the 2nd respondent as the purchase price of the 3 acres of land from Cis - Mara/Olkurto/1769 within one month of signing the agreement, failure to which the land would be transferred to the 2nd respondent.
74. However, the petitioner has made claims that, she was coerced and unduly influenced to execute the agreement; that the agreement was signed at the chief's office; that the 2nd respondent is also a chief-petitioner's area chief; he was amongst those who presided over the dispute; despite asking for a copy of the sale agreement, none was provided by the Respondents; that the 2nd Respondent had severally threatened her to silence when she protested his claim of purchasing part of her matrimonial home.
75. It is also deducible from evidence that, the petitioner was dragged into the sale agreement through and at the time of the agreement for a refund of the purchase price and not at the purchase stage.
76. In addition, the refund agreement is an attempt to revive, through the back door, the agreement for sale of part of the matrimonial property. The agreement for refund is an acknowledgement that the earlier agreement for sale of part of the matrimonial property and is problematic.



77. These matters are indicative of the respondents' circumvention of the law and the trust herein, and, therefore, infringement of the petitioner's matrimonial property rights.
78. The petitioner also seeks to have the sale of a portion of the suit property declared void for lack of spousal consent.
79. Spousal consent to the sale of property derives from matrimonial property rights. It is also canvassed herein to show infringement of matrimonial property rights.
80. The 1st Respondent in his replying affidavit admits that the consent of the Petitioner was not sought, but, he gave quite arrogant, yet, misconceived reason; that, because it was "unnecessary" given that the subject property was not matrimonial property.
81. The overall impression upon the evidence adduced, is that, the initial sale agreement as well as the one for refund of the sum of Kshs. 542,000/= to the 2nd Respondent (dated 19th January 2022 and marked "DLK4" in his replying affidavit), are instances of infringement of petitioner's matrimonial property rights.
82. The latter agreement is utter infringement of the petitioner's matrimonial property rights in attempting to arbitrarily and automatically alienate the matrimonial property through a mere default clause; failure to refund the purchase price to the 2nd respondent paid to the 1st respondent pursuant to an agreement she was not a party.
83. It bears repeating that, a spouse may apply to the court for protection or relief in respect of matrimonial property against a spouse or any other person threatening property rights. The protection may take many forms, including; declarations of right, redress for violation of threats to violation of property rights, declaration of trust, injunctive relief (interlocutory and mandatory), compensation for damage to, rescission of unlawful or injurious transactions upon, and restoration of matrimonial property, preservation of matrimonial property, to mention but a few.
84. See the case of *Sophy Njiri-Vs-National Bank of Kenya & Another* (2015) eKLR where the Court that: -

"A spouse has a right to the matrimonial home, and if that right is threatened or is being affected by some action by another person, the spouse may apply to Court for relief",
85. Section 17 of the *Matrimonial Property Act* enables right to file suit in respect of a dispute concerning matrimonial property.

Conclusions and orders

86. Necessary emphasis; the Petitioner and the 1st Respondent are husband and wife and are still married.
87. The court has found that the suit property herein is matrimonial property. The Petitioner has shown she has beneficial interest in the matrimonial property, and is seeking declarations thereto during the pendency of the marriage to the 1st Respondent.
88. The orders being sought by the Petitioner are basically orders of declaration and protection of her rights in relation to the suit property; it is not a matrimonial dispute for division of the matrimonial property.
89. Under Section 17 of the *Matrimonial Property Act*, this court has jurisdiction to provide relief in respect of violation or threatened violation of matrimonial property rights on an application by a spouse even if the marriage is still subsisting.



90. The court also finds that, the suit property is matrimonial property and is held by the 1st respondent in trust for himself and her. The petitioner has beneficial interest in the matrimonial property which is interest and right capable of protection by order of the court. She is, therefore, entitled to the orders of declarations sought in the petition.
91. This court further finds that the Petitioner has proved that the actions by the 1st respondent and 2nd respondent are inconsistent with the trust upon, and are infringement of the petitioner's property rights in the matrimonial property herein.
92. In the upshot, this petition is allowed upon the following specific orders: -
- a. A declaration is hereby issued that, Cismara/Olokurto/1769 is matrimonial property and is held in trust by the 1st Respondent for the Petitioner.
 - b. A declaration is hereby issued that the 1st Respondent is in breach of trust in attempting to alienate the matrimonial property herein without the informed consent of the petitioner.
 - c. A declaration is hereby issued that the 2nd Respondent does not have any, or any beneficial interest/legal right over any portion of title number Cismara/Olokurto/1769.
 - d. A declaration is hereby issued that the 1st and 2nd respondents infringed upon the property rights of the petitioner through the purported transactions to alienate part of Cismara/Olokurto/1769 to the 2nd respondent. Those transactions are null and void ab initio.
 - e. An order is hereby issued that the 1st and 2nd Respondents or their agents are permanently restrained from sub-dividing, selling, charging, mortgaging, or transferring the said title number Cismara/Olokurto/1769 except with the informed consent of the petitioner.
 - f. The 1st and 2nd Respondents to pay the costs of this Petition.
93. Orders accordingly.

DATED, SIGNED, AND DELIVERED AT NAROK THROUGH TEAMS APPLICATION, THIS 10TH DAY OF JULY, 2024.

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HON. F. GIKONYO M

JUDGE

In the Presence of: -

C/A: Otolu

Ms. Saika for Petitioner – Present

Ms. Mogere for Respondent – Present

