



**REPUBLIC OF KENYA**

**IN THE HIGH COURT OF KENYA AT THIKA**

**ELC SUIT NO. 468 OF 2017**

**(FORMERLY NBI ELC NO.1011 OF 2012)**

**JOHN MBURU KIARIE .....PLAINTIFF**

**-VS-**

**WILLIAM KIMANI NJUGUNA.....1<sup>ST</sup> DEFENDANT**

**BRILLIANT VENTURES LTD.....2<sup>ND</sup> DEFENDANT**

**THE DISTRICT LAND REGISTRAR, THIKA....3<sup>RD</sup> DEFENDANT**

**THE HONOURABLE ATTORNEY GENERAL.....4<sup>TH</sup> DEFENDANT**

**JUDGMENT**

**Introduction**

1. This suit was filed at Milimani ELC on 17<sup>th</sup> December 2012. There in, plaintiff avers that he is the bonafide and lawful registered owner of the suit land, having acquired the same by virtue of being a member of Mwalimu Cooperative society through its subsidiary Mwalimu Investments Co. Ltd. He was issued with a title deed in respect of the suit land on 28.2.2003. In year 2012, plaintiff desired to subdivide his land and he engaged a surveyor for that purpose. It is then that he discovered that 1<sup>st</sup> defendant was also registered as an owner of the suit land. He prays for the following orders;

- 1) A declaration that the opening of a second green card by the 3rd Defendant reflecting proprietorship of L.R Ruiru East Block 3/1322 in favour of the first and second defendant was fraudulent, illegal, and unlawful and an order for cancellation of the offending green card forthwith.**
- 2) A declaration that the plaintiff is the lawful owner of L.R. Ruiru/ Ruiru East Block 3/1322, and that the green card reflecting proprietorship of the property in the name of the plaintiff is the lawful one.**
- 3) An order of cancellation of the Title Deed for L.R. Ruiru/Ruiru/ East Block 3/1322 issued in favour of the 1<sup>st</sup> Defendant by the 3<sup>rd</sup> Defendant on 6<sup>th</sup> May 2009.**
- 4) A permanent injunction restraining the Defendants by themselves, their servant/agent and/or employees from, transferring, alienating, charging, leasing, disposing of, and taking possession of or in any way whatsoever dealing with L.R. Ruiru/Ruiru East Block 3/1322.**
- 5) Cost of the suit and interest thereon.**

2. The 1<sup>st</sup> Defendant filed a statement of defence and a Counterclaim on 26<sup>th</sup> November 2013 and alleged that he purchased the premises from the 2nd Defendant on 28<sup>th</sup> April 2009 and was issued with a title deed on 6<sup>th</sup> May 2009. He claims that plaintiff trespassed on the suit premises on diverse dates in October 2012 whereby he put up a one roomed house made of iron sheet and erected a placard that the land is not for sale. In his counterclaim the 1<sup>st</sup> Defendant prayed for;

- i. A permanent injunction restraining the plaintiff either through himself, his servant and/or anyone claiming under him from trespassing alienating, advertising for sale, constructing any structure, claiming ownership or in any manner whatsoever interfering with the 1<sup>st</sup> Defendant's quiet possession and enjoyment of land parcel known as Ruiru/Ruiru East**

Block 3/1322.

ii. A mandatory injunction to issue to compel the Plaintiff to remove the one roomed structure and placard erected on land parcel known as Ruiru /Ruiru East Block 3/1322 and in default the 1<sup>st</sup> Defendant to demolish the same at the Plaintiff's cost.

iii. An order directing the 3<sup>rd</sup> Defendant to cancel the title or registration of the Plaintiff as proprietor of Ruiru/Ruiru East Block 3/ 1322, and or in the alternative the Plaintiff and the 2<sup>nd</sup> & 3<sup>rd</sup> Defendants do compensate the 1<sup>st</sup> Defendant with the current market value of the said suit property.

iv. General Damages for the trespass.

v. Costs of the suit and interest.

3. On 10/4/2017 the Plaintiff's advocate prayed for the transfer of the matter to Thika ELC, which application was allowed. Further, the 4<sup>th</sup> defendant (the Attorney General) was enjoined in the suit.

#### Evidence

4. **Pw1 John Mburu Kiarie** the Plaintiff herein relied on his witness statement dated 18.11.2012 as his evidence. He averred that he bought the property through Mwalimu Co-operative Sacco, which entity was assisting its members who were teachers to buy land. The Sacco is the one which surrendered documents at the land registry. He was issued with a title deed on 28<sup>th</sup> February 2003. He was shown the location of his property as well as the beacons. He regularly visited the suit premises. In July 2012, he sought to subdivide the property only to discover that the same was registered in the name of the 1<sup>st</sup> Defendant. He then conducted further inquiry at the lands registry and was informed that there were two green cards. He then embarked on conducting a search in respect of the suit land, but the Land registrar failed to issue him with the Copy of the Records. He would later report the matter to the Criminal Investigation Department and also enlisted the services of a private investigator to locate the 1<sup>st</sup> Defendant who was traced through the aforementioned investigations.

5. **Pw2, Francis Muiruri Kamau** also adopted his statement dated 18.11.2012 as his evidence. He was a fellow teacher, just like PW1. He also bought land through Mwalimu Investment Company, and was issued with a title deed. He was aware that plaintiff also bought land through the company. However, his title too was fraudulently transferred through the rackets at Thika Lands Registry.

6. In support of his case, PW1 produced as exhibits his documents in the bundle dated 7/09/2018 as exhibits 1-7 respectively and the documents in the list dated 18/12/2018 as exhibit 8-14 respectively. These documents are;

- **Exh 1; Application for Allocation dated 18<sup>th</sup> December 1982,**
- **Exhibit 2-7; Mwalimu Investment Co. Ltd Payment receipt dated on diverse dates between 3<sup>rd</sup> January 1983- 14<sup>th</sup> October 1983**
- **Exhibit 8 Copy of plaintiff's title issued on 28/3/2003**
- **Exhibit 9 Search of L.R. Ruiru/Ruiru East Block 3/1322 dated 20/7/12.**
- **Exhibit 10 Application for certified copies of existing green cards dated 7/08/2012.**
- **Exhibit. 11 Transfer instruments from Francis Muiruri to Pauline Wambui Kariuki.**
- **Exhibit 12 Certificate of Official Search for L.R. Ruiru/Ruiru East Block 3/1322 dated 3/11/2009.**
- **Exhibit 13 Affidavit sworn by Francis Muiruri Kamau.**
- **Exhibit 14 Copy of Title deed No. L.R. Ruiru/Ruiru East Block 3/884 issued to Francis Muiruri Kamau.**

7. **Dw1 William Kimani Njuguna** relied on his statement filed on 26.11.2013 as his evidence. He avers that in April, 2009, he was approached by a Mr. Macharia who had a company known as Brilliant Ventures to buy land in Ruiru. DW1 became interested and he proceeded to buy the suit land after conducting a search. The Sale Agreement is dated 28<sup>th</sup> April 2009. Brilliant ventures availed the title to the property, Certificate of incorporation and Pin Certificate of the Company. DW1 then paid the full purchase price of Kshs. 570,000, the transfer documents were then Lodged at the Thika Lands Registry. Thereafter, DW1 was issued with a Title Deed on 6<sup>th</sup> May 2009.

8. In cross examination, DW1 conceded that he has never utilised the property and that the plaintiff currently has a structure in the suit premises. He also admitted that he did not check the History of the land since properties under the old RLA have no history.

9. DW1 produced as his exhibits, the documents in his list filed on 26.11.2013 item 1-8 as follows;

- **D-exhibit 1 Copy of Sale Agreement dated 28/4/2009.**

- **D-exhibit 2 Copy of title Deed to L.R. Ruiru/Ruiru East Block 3/1322.**
- **D-exhibit 3 Copy of LCB consent dated 5/5/2009.**
- **D-exhibit 4 Copy of Certificate of official Search dated 27/4/2009.**
- **D-exhibit 5 Copy of Certificate of official Search dated 5/10/2011.**
- **D-exhibit 6 Notice of intention to sue the Attorney General dated 26/11/2012.**
- **D-exhibit 7 letter from the Attorney General dated 17/12/2012.**
- **D-exhibit 8 Demand Letter dated 22/11/2012.**

10. **Robert Mugendi Mbumba, DW2** testified for and on behalf of the 3<sup>rd</sup> and 4<sup>th</sup> defendants. He is a Land Registrar at Thika Land Registry. He stated that green cards are kept in a place called the **Kalamazoo binder**. In respect of the dispute at hand, he perused the Kalamazoo Binder and found that the green card for parcel no. Ruiru/Ruiru East Block 3/1322 was written '**duplicate**' meaning that there existed two green cards but he was unable to get one of the green cards. That according to the details of the current green card, the same contained details as follows;

- 1) **12.6.2008 land in the name of the Government of Kenya**
- 2) **16.6.2008 land was allocated to Brilliant Ventures Ltd**
- 3) **18.9.2008 Title deed issued to Brilliant Ventures Ltd**
- 4) **5.5.2009 Property transferred to William Kimani Njuguna**
- 5) **6.5.2009 Title Deed issued to William Kimani Njuguna**

11. Since this Land Registrar could not get the duplicate green card, he consulted with Bernard Kipkemboi Leitich who is in charge of Thika Land Registry, who then called upon the Advocates of Mwalimu Investment Co. Ltd for clarification. They received a response from G.M.Muhoro advocates in form of a letter stating that the land would be transferred to individuals and not companies and that such individuals ought to have the TSC No. or the reference Number should read as **MICL/02/.....**

12. The Land Registrar further testified that in the year 2008 the allotting Companies used to forward the list of beneficiaries to the Commissioner of Lands for preparation of transfer documents which was done in the name of the Government and signed by the Commissioner of Lands as transferor and allottee as transferee.

13. That in this case and according to the letter from the advocates for Mwalimu investment, the land ought to have been granted to an individual. He also stated that the allotment number inferred by the advocate is the same as the one issued to the Plaintiff herein and that from their record as at the year 2012 the duplicated person is the Plaintiff herein.

14. The Land Registrar gave an account of how documents are lodged at the Registry. A party files three sets of documents which include completion documents and prove of payment of stamp duty and registration fees. The Registry retains two sets of the documents and the other is taken by the party lodging the same.

15. He produced the following list of exhibits; **D2exh1 Letter dated 15.11.2018, D2 Exh 2 Copy of Green Card**

16. On cross-examination by plaintiff's counsel, the Land registrar stated that plaintiff was once issued with a title deed from their office going by the receipt issued upon a search in respect of the suit land. He was not aware of revocation of that title, the one issued to the plaintiff. Further, the Land registrar confirmed that the parcels of land falling within the larger parcel of land in L.R. **Ruiru/ Ruiru East Block 3** were originally granted to Mwalimu Investment Co. for the benefit of the teachers. He however conceded that the green card showed a title was issued to Brilliant Ventures Ltd. He explained that once the word '**duplicate**' is written on the record, they cannot issue an official search record nor can they conduct a transfer transaction.

17. As for the transfer to Brilliant Ventures Ltd, DW2 averred that the duplication may have been detected after the transfer had been registered since the green cards were filed in the year 2012.

18. I requested the Land registrar to shed light on where the documents lodged at their registry in respect of the suit land are. Dw2's response was that the parcel file was empty, save for the letter of instruction to office of the Attorney General!

### **Submissions**

19. The Plaintiff Submitted that the suit premises was fraudulently acquired by the 2<sup>nd</sup> Defendant who alleges to have bought the same from Mwalimu Investments Company yet the later was not selling land to companies. The first allottee had to be a teacher. His title issued in year 2003 has never been revoked and hence, the same is protected by the law under section 25 and 26 of the Land Registration Act.

20. He further submitted that the actions of the 1<sup>st</sup> defendant shows that he was aware of the fraud. For instance, the application for consent to the land control board was made on 21.4.2009, before the agreement of 28.4.2009. There are also no records of the transfer of the land from 2<sup>nd</sup> defendant to 1<sup>st</sup> defendant at the Lands registry, which according to plaintiff is a manifestation of collusion amongst the defendants.

21. The plaintiff also submitted that 1<sup>st</sup> defendant has never been in possession of the suit land from the time he allegedly bought the same in year 2009.

22. Plaintiff has further submitted that he suffered distress, anxiety and anguish upon the discovery of the fraud and he therefore prays for general damages pegged at the sum at Kshs. 800,000/=.

23. In support of his case, plaintiff proffered the following authorities;

- **Munyu Maina vs Hiram Gathitha Civil Appeal No. 239 of 2009.**
- **Elijah Makeri Nyangwara Vs Stephen Mungai Njuguna & Another Eldoret ELC Case No. 609B of 2012.**
- **Arthi Highway Developers vs West End Butchery Limited & 6 Others, Civil Appeal No, 246 of 2013 [2015] eKLR.**

24. The 1<sup>st</sup> Defendant contends that the land registry is the custodian of land documents and records, and they failed to authenticate the titles as genuine. They also failed to prove that Mwalimu Investments Company Ltd were owners of the land prior to the sale of the same to the Plaintiff. He also averred that plaintiff did not demonstrate that he ever applied for the transfer at the land registry.

25. Defendant further submitted that he exercised due diligence by not only conducting a search but also visited the land and requested a copy of the green card. That the Defendant was an innocent purchaser for value and that there is nothing that contradicted the validity of his title and no evidence has been led by the plaintiff to prove fraud on the part of the 1<sup>st</sup> Defendant. He submitted that he is therefore entitled to reliefs sought in the Counterclaim. Like the plaintiff, the 1<sup>st</sup> defendant is hinging his case on section 26 of the Land Registration Act.

26. In support of his case, 1<sup>st</sup> defendant relied on the following authorities;

- **Gichinga Kibutha V Caroline Nduku [2018] eKLR ELC Appeal No. 16 of 2017,**
- **HCCC No. 135 of 1998 Insurance Company of East Africa vs The Attorney General & 3 others,**
- **Koinange & 13 Others Vs Koinange [1986] KLR 23.**
- **Ratilal Gordhanbhai Patel V. Lalji Makanji [1957] EA314.**
- **Umlila Mahindra Shah v. Barclays Bank International and Another [1979] KLR.**
- **Compar Investments Limited vs National Land Commission & 3 Others (2016) eKLR.**

27. The 3<sup>rd</sup> & 4<sup>th</sup> Defendants filed joint submissions wherein they submitted that the Plaintiff was the 1<sup>st</sup> registered owner and he is thereby shielded by dint of Section 26 of the Land Registration Act. That the 1<sup>st</sup> Defendant should make his claim against the 2<sup>nd</sup> Defendant since it never proved legality of its title. It also denied fraud on its part and submitted that it is the 2<sup>nd</sup> Defendant who is liable to refund the 1<sup>st</sup> Defendant.

28. In support of their arguments, the 3<sup>rd</sup> and 4<sup>th</sup> defendants relied on the following authorities;

- **Munyu Maina vs. Hiram Gathitha Nyeri CA No. 239 of 2009,**
- **Elijah Makeri Nyangw'ra vs Stephen Mungai Njuguna & Another (2013) eKLR**
- **Sukhdev Singh Laly v Phillip Ojwang Kamau & 3 others [2018] eKLR.**

29. The 2<sup>nd</sup> defendant did not enter appearance and hence did not participate in the prosecution of this suit.

### **Analysis and Determination**

#### ***Who is the lawful proprietor of the suit land?***

30. The bone of contention in this matter revolves around double allocation and duplicity of titles. The plaintiff has a title to the suit land, so does the 1<sup>st</sup> defendant. The question to determine therefore **IS NOT WHO IS THE REGISTERED OWNER OF THE SUIT LAND, but WHICH TITLE SHOULD BE IMPEACHED.** It is an absurdity that two persons should be having different titles for the same parcel of land. So serious is the issue that no transaction can be under taken regarding this land as long as the green card shows that there is duplicity

of title.

31. The plaintiff got his title on 28<sup>th</sup> February 2003 whereas the 1<sup>st</sup> Defendant got his title on 6<sup>th</sup> May 2009. Both the plaintiff and the 1<sup>st</sup> Defendant have not called upon the parties who sold to them, the properties to ascertain how they got the aforesaid properties. It is however not in dispute that they both bought the same parcel of land. The sheer fact of existence of two titles in respect of the same parcel of land is a clear manifestation of fraud and or misrepresentation and or corrupt schemes. Thus to determine the dispute, the court must examine the root of the two titles.

32. In the case of **Munyu Maina v Hiram Gathiha Maina, Civil Appeal number 239 of 2009**, the Court of Appeal held as follows:

***‘We state that when a registered proprietor’s root of title is under challenge, it is not sufficient to dangle the instrument of title as proof of ownership. It is this instrument of title that is in challenge and the registered proprietor must go beyond the instrument and prove the legality of how he acquired the title and show that the acquisition was legal, formal and free from any encumbrances including any and all interests which would not be noted in the register’.***

33. The land registrar did state that the parcel of land in dispute fell under the larger parcel of land in L.R. Ruiru/ Ruiru East Block 3, which belonged to Mwalimu Sacco. The Mwalimu investment Company was apparently selling the land to individuals and not to companies. Plaintiff has given a plausible account of how he acquired the land by virtue of being a teacher. His exhibits 1-7 demonstrates his engagement with the Mwalimu investment Co. Ltd from 1982, whereby he made several payments in instalments for the suit land. This evidence is corroborated by PW2 who was also a colleague of the plaintiff. Sadly, he suffered similar fate whereby his land was transferred to someone by the name Pauline Wambui.

34. On the other hand, 1<sup>st</sup> defendant has no history of the land. He doesn’t know how Brilliant ventures came to own this land. There is no indication that the Macharia who sold the land to 1<sup>st</sup> defendant was ever a member of the Mwalimu Sacco. There are also tell-tale signs that the transaction between 1<sup>st</sup> and 2<sup>nd</sup> defendants was questionable. For instance, why is it that an application for the consent of land control board had already been made on 21.4.2009 before the agreement of 28.4.2009? This does raise a red flag. Another point of concern is the haste in which 2<sup>nd</sup> defendant disposed off the land. Brilliant Ventures were allegedly issued with the title deed on 18.9.2008. Seven months down the line, the second defendant was already entering into an agreement with 1<sup>st</sup> defendant in April 2009 to sell the land. And by 5.5.2009, 1<sup>st</sup> defendant was already registered as the owner of the suit land with the title being issued on 6.5.2009.

35. It is admirable and remarkable to have expeditious delivery of crucial services. It is something that people in Kenya have yearned for in various sectors. However, when it comes to Land transactions, keeping in mind the insatiable thirst that Kenyans have to own a piece of land, perhaps it would be prudent to let things move at a moderate and reasonable speed to give room for conduct of due diligence. And perhaps this due diligence should be taken a notch higher by getting to know the root of the title and the ground status of the land.

36. The land Registrar has explained how the parties came to find themselves in this mess, that; **“Duplication of green cards or titles arises when two or more persons are allocated the same parcel of land. This could be as a result of mix up of allocating Companies or fraud.....The person who caused the fraud bears the blame and it is the District Criminal Investigating Officer to tell us the person who did the fraud”.**

37. I may however ask, “Won’t the Criminal Investigating agencies” rely heavily on the Land Registry Records to catch the fraudsters since the latter is the custodian of these crucial land documents? The Land Registrar confirmed to this court that the parcel file in respect of the suit land is empty, yet this file is supposed to contain all the relevant transfer documents submitted by parties during the application for the transfer. It follows that investigations by the D.C.I would lead to nowhere. The fraudsters however ensured that the green card showing that the first registration was in the name of 2<sup>nd</sup> defendant is conveniently on record in what is being termed as the Kalamazoo binder!

38. It is not lost to this court that 2<sup>nd</sup> defendant is missing in action. Rightly so because he has nothing to lose. I find that the 2<sup>nd</sup> Defendant could not have sold what he did not have. It follows that 1<sup>st</sup> defendant does not have a good title. And a fraudulent title cannot be allowed to stand *see- Court of Appeal in Arthi Highway Developers Limited vs. West End Butchery Limited and 6 Others Civil Appeal No. 246 of 2013 (2015)eKLR.*

39. The maxim of equity which stipulates that; **“when two equities are equal, the first in time shall prevail”** applies in this case, - See the case of **Gitwany Investment Ltd Vs Tajmal Ltd & 3 Others**, as well as **Nairobi HCC No.1114 of 2002, & African Inland Church – Kenya (Registered Trustees) v Catherine Nduku & 12 others [2017] eKLR.**

40. The Land Registrar has also stated that ordinarily, where there are two titles, the first in time carries the day. In this case, plaintiff’s titles was issued in 2003, six years before the issuance of title to 2<sup>nd</sup> defendant. The 1<sup>st</sup> defendant was informed that indeed plaintiff had been issued with a title deed although he (1<sup>st</sup> defendant) appears to have gotten this information in 2012 when he learnt that plaintiff was also claiming the suit land (see paragraph 11 of the witness statement of 1<sup>st</sup> defendant). This position is hence in favour of the Plaintiff who after all is also the person in possession and control of the suit land.

#### ***The relief; who is to blame?***

41. The 3<sup>rd</sup> defendant is the custodian of Land records and any enquiry as to the validity or ownership of any land reference is usually approved by the Land Registrar and or his representatives. The Land Registrar has taken the position that the plaintiff should blame Mwalimu investment Company, while the 1<sup>st</sup> defendant should blame Brilliant ventures. I disagree. The 3<sup>rd</sup> defendant being the custodian of the missing documents in the parcel file is also responsible for the issuance of the invalid title to the 1<sup>st</sup> Defendant herein. I have no doubts

that the 3<sup>rd</sup> Defendant facilitated the issuance of the title deed to 2<sup>nd</sup> defendant through fraud and corrupt schemes in year 2008. It is high time that action was taken against officers who abuse their position and engage in malpractices. For instance, the Land Registrars have unique identification numbers country wide so it would not be difficult to catch up with such culprits.

42. However, it cannot be stated with certainty that 1<sup>st</sup> defendant was aware of the fraud and corrupt scheme by April 2009. For the 1<sup>st</sup> defendant, it may have been a case of failure to conduct due diligence. For instance, didn't the 1<sup>st</sup> defendant find it odd that when he was entering into the agreement for sale on 28.4.2009, the application for consent to the land control board had already been made on 24.4.2009?.

43. Plaintiff in his submissions has claimed damages in addition to the other prayers appertaining to the cancellation of title of the 1<sup>st</sup> defendant. 1<sup>st</sup> defendant has in paragraph 16 of his counterclaim sought for compensation at the current market value as an alternative prayer. It is trite law that what is pleaded must be proved during the trial. The prayer for damages for distress raised by the plaintiff in the submissions is neither pleaded, nor was evidence adduced in support of the same. I decline to award any such damages to the plaintiff.

44. I have no hesitation in finding that 1<sup>st</sup> defendant's relief lies in an award of damages at the current market value of the suit premises payable by the other Defendants.

45. However, 1<sup>st</sup> defendant did not tender any evidence on the assessment of such damages. He simply stated that he paid a sum of sh. 570,000 in respect of the suit land. He is therefore at liberty to seek redress against the other defendants in a separate suit.

46. **Final orders**

**1) It is hereby declared that the opening of a second green card by the 3rd Defendant reflecting proprietorship of L.R. Ruiru East Block 3/ 1322 in favour of the first and second defendant was fraudulent, illegal, and unlawful and the offending green card is hereby cancelled forthwith.**

**2) It is hereby declared that the plaintiff is the lawful owner of L.R. Ruiru/Ruiru East Block 3/1322.**

**3) The Title Deed for L.R. Ruiru/Ruiru/ East Block 3/1322 issued in favour of the name of William Kimani Njuguna (1st Defendant) by the 3rd Defendant on 6th May 2009 be and is hereby cancelled.**

**4) The 3<sup>rd</sup> defendant is to generate a fresh green card containing the entry date 28.2.2003 being the date of the registration of plaintiff as the proprietor of the land parcel L.R Ruiru/Ruiru East Block/1322 and another entry date reflecting the date of judgment herein.**

**5) An order is hereby issued to the 3<sup>rd</sup> defendant to place a copy of title issued on 28.2.2003 and a copy of the decree herein in the parcel file for land parcel no Ruiru/Ruiru East Block/1322 which documents will become the primary documents in the aforementioned parcel file.**

**6) A permanent injunction is hereby issued restraining the Defendants by themselves, their servant/agent and/or employees from, transferring, alienating, charging, leasing, disposing of, and taking possession of or in any way whatsoever dealing with L.R. Ruiru/Ruiru/ East Block 3/1322.**

**7) As to costs, I find that this mess has been created primarily by the 2<sup>nd</sup> and 3<sup>rd</sup> defendants. I therefore order that each party bears their own costs of the suit.**

**Dated, signed and delivered at Thika this 2<sup>nd</sup> day of May, 2019.**

**MBUGUA LUCY**

**JUDGE**

**2/5/2019**

In the presence of

Court Assistant: Diana

M/s Wambui H/B for Joshua Kiarie for Plaintiff

M/s Thungu H/B for M/s Kivindu for 1<sup>st</sup> Defendant

M/s Ndundu for the Attorney General (3<sup>rd</sup> & 4<sup>th</sup> Defendants)

Plaintiff: Absent

1<sup>st</sup> Defendant: Absent