



**REPUBLIC OF KENYA**

**IN THE ENVIRONMENT AND LAND COURT**

**AT NAIROBI**

**ELC CASE NO. 36 OF 1999**

**PETER WAMAITHA GICHANGI.....PLAINTIFF**

**VERSUS**

**STANLEY KAMAU KURUA.....1<sup>ST</sup> DEFENDANT**

**NAIROBI CITY COUNCIL.....2<sup>ND</sup> DEFENDANT**

**AND BY WAY OF COUNTERCLAIM**

**STANLEY KAMAU KURIA.....PLAINTIFF**

**VERUS**

**PETER WAMAITHA GICHANGI.....1<sup>ST</sup> DEFENDANT**

**NAIROBI CITY COUNCIL.....2<sup>ND</sup> DEFENDANT**

**JUDGEMENT**

1. By plaint dated 8<sup>th</sup> January 1999 and filed on the same date and later amended on 8<sup>th</sup> October 2003, the plaintiff seeks the following orders against the defendants jointly and severally:

*(i) A permanent injunction to restrain the Defendants whether by themselves, their servants, agents and/or nominees or otherwise from entering/trespassing/erecting any building/structure or pulling down any structure whatsoever or in any way interfering with the Plaintiff's peaceful and quiet possession, enjoyment and occupation of all that parcel of land known as Plot no. C12 Umoja Innercore Sector II.*

*(ii) A prohibitory order barring any transfer of the parcel of land known as Plot no. C12 Umoja Innercore Sector II to any other person other than the Plaintiff.*

*(iii) A declaratory order that the Plaintiff is entitled to ownership, occupation to ownership, occupation quiet use and enjoyment of the suit premises.*

*(iv) Further, in the alternative and without prejudice to the forgoing, the Defendants be ordered to pay back all the amounts paid and compensate the Plaintiff for the damage caused to the suit property being Kshs 3,277,775.50/-.*

*(v) Costs and interests of the suit.*

*(vi) Any other relief that may deem fit and just for this Honourable Court to grant.*

2. The Plaintiff averred that the 2<sup>nd</sup> Defendant allocated the suit property to the Plaintiff vide a letter dated 11/11/1994 at a market sale price of Kshs 50,000/-. The Plaintiff was required to pay 30% of the purchase price (15,000/-) within 30 days and the balance to be paid in monthly instalments for 5 years with effect from 11/11/1994. Additionally the Plaintiff was required to pay survey fee of Kshs, 4,900/-; legal fees of Kshs 1,500/-; annual ground rent of Kshs. 380 and annual rates which was done and the suit property was put in the Plaintiff's possession. The Plaintiff avers that he has developed the property by erecting a two storey residential building and has enjoyed peaceful and quiet possession thereof. The Plaintiff states that the 1<sup>st</sup> Defendant trespassed on 6/1/1999 and maliciously caused damage to the Plaintiff's

structures causing him to suffer damage. The Plaintiff avers that the 2<sup>nd</sup> Defendant was arrested and charged with the offence of malicious damage to property at the Makadara Law Courts in Criminal Case no. 1663 of 1999 and prayed to rely on the proceedings therefrom. The Plaintiff also stated that there was a case filed by the 1<sup>st</sup> Defendant at Milimani Chief Magistrate Court CMCC no 798 of 1999 which case was withdrawn by the Defendant.

3. The 1<sup>st</sup> Defendant filed a statement of defence and counterclaim dated 21<sup>st</sup> May 2002 and amended on 10<sup>th</sup> November 2003 denying the allegations in the plaint. The 1<sup>st</sup> Defendant averred that he was also allocated the suit land by the 2<sup>nd</sup> Defendant on or about 3<sup>rd</sup> July 1978 and in view of the Tenant Purchase Agreement made on 22<sup>nd</sup> March 1983 between the parties, for which the 1<sup>st</sup> Defendant made all payments due, the 2<sup>nd</sup> Defendant had no capacity to allocate the suit land to the Plaintiff and the purported allocation is null and void. The 1<sup>st</sup> Defendant denied that the Plaintiff had constructed a two storey building and averred that the Plaintiff is in the process of putting up a foundation. The 1<sup>st</sup> Defendant also denied trespass and asserted his right to enter the suit property without hindrance as an owner.

4. The 1<sup>st</sup> Defendant in his counterclaim averred that in 1994 the 2<sup>nd</sup> Defendant breached the tenancy agreement by allocating the plot to the Plaintiff. He contended that the Plaintiff acting on the said null allocation trespassed and commenced construction which will continue unless restrained. He prayed for Judgment against the Defendants, in the counterclaim, jointly and severally for:

**(a) A declaration that the purported allocation of the Plot no. C12 Umoja Innercore Sector II to the plaintiff is null and void and that the 1<sup>st</sup> defendant is the rightful owner thereof.**

**(b) A permanent injunction restraining the plaintiff by himself, his servants, agents and/or employees be restrained by an order of injunction from trespassing, constructing, alienating or in any other way interfering with the 1<sup>st</sup> Defendant's plot know as Umoja II House no. C12 Section II within Nairobi.**

**(c) Costs of this suit and interest thereon.**

**(d) Such further order or relief, which the Honourable Court may deem just to grant.**

5. The 2<sup>nd</sup> Defendant filed a statement of defence dated 13/10/2003 and denied all the allegations in the amended plaint. The 2<sup>nd</sup> Defendant averred that the structures on the suit property were all illegal as no approvals were submitted to the City Planning Department for approval. Further, the 2<sup>nd</sup> Defendant denied having been arrested as it is incapable of being arrested. It prays that the plaintiff's suit be dismissed with costs.

6. The 1<sup>st</sup> Defendant further amended his Defence and counterclaim dated 7<sup>th</sup> March 2012 and filed on 19<sup>th</sup> April 2012. He denied that he wrongfully trespassed on the suit property and denied the particulars of special damages in the amended plaint. He reiterated contents of the amended defence and counterclaim. As to the counterclaim, the 1<sup>st</sup> Defendant added that on or about 10<sup>th</sup> September 2006 during the pendency of the suit the Defendants in the counterclaim registered a lease wherein the 2<sup>nd</sup> Defendant granted the 1<sup>st</sup> Defendant (Plaintiff) a 99 year lease backdated to 1978. Subsequently the suit premises became known as NAIROBI/BLOCK/83/14/433 pursuant to the provisions of the RLA. He contended that this act was in contravention of the doctrine of *lis pendens* hence null and void *ab initio*. He further, averred that the plaintiff charged the suit premises to Standard Chartered Bank of Kenya Limited to secure a loan of Kshs. 700,000/- of which Charge the (1<sup>st</sup> defendant) does not know the terms or whether the loan has been repaid. He contends that if the property cannot be transferred to him because of the Charge, then it should be valued and the Defendants jointly and severally be ordered to pay him compensation.

7. As to the additional amended prayers, the (Plaintiff) prayed for:

**(a) A declaration that the purported allocation of the plot no. Umoja II Hse C12 Sector II to the 1<sup>st</sup> Defendant in the counterclaim is null and void that the Plaintiff is the rightful owner thereof.**

**(aa) A declaration that the processing and registration of a lease in respect of the suit premises was in contravention of the doctrine of *lis pendens* and therefore null and void.**

**(b) A permanent injunction restraining the 1<sup>st</sup> Defendant in the counterclaim by himself, his servants, agents, and/or employees been restrained by an order of injunction from trespassing, constructing, alienating or in any other way interfering either the 1<sup>st</sup> Defendant plot known as Umoja II House C 1 2 Section II within Nairobi.**

**(bb) An order directing that the suit lease registered as NAIROBI/BLOCK 83/14/433 be cancelled or annulled. Alternatively, the 2<sup>nd</sup> Defendant be ordered to execute the transfer of lease of the said property any furnish the 1<sup>st</sup> defendant with all necessary documents as may be required to register the lease in favour of the Plaintiff failing which the Deputy Registrar of this Honourable Court be directed to do so.**

**(c) In the event that the lease not being capable of being transferred to the Plaintiff by reason of the charge to Standard Chartered Bank Kenya Limited, then the property be valued to determine its market value and the defendants be ordered to jointly and severally pay the defendant such market value as compensation for the Property.**

**(d) Costs of this suit and interest thereon.**

**(e) Such further orders are relief which the honourble court may deem just to grant.**

8. The Plaintiff (1<sup>st</sup> Defendant) in the counterclaim filed a reply to the amended defence and counterclaim dated 11/05/2004 and filed the same date. The Plaintiff joined issues with the 1<sup>st</sup> Defendant in his plaint, reiterated the contents of the plaint and denied the contents of the amended defence and counterclaim. In defence to the counterclaim, the 1<sup>st</sup> Defendant (Plaintiff) denied all allegations and prayed that the counterclaim be dismissed with costs.
9. The Plaintiff (1<sup>st</sup> Defendant) in the counterclaim filed an amended reply to defence dated 29<sup>th</sup> June 2012 denying the contents in the counterclaim and reiterating his averments. He averred that a title under the RLA (cap 300) Laws of Kenya was processed by the Commissioner of Lands in his favour for Nairobi/Umoja Block 83/14/433 on 20<sup>th</sup> September 2000. The 1<sup>st</sup> Defendant in the counterclaim contended that the said title issued and registered in his favour is the first title in regard to his property and indefeasible. He also contended that the doctrine of *lis pendens* is not applicable to the transfer undertaken under the RLA and there was no existing court order or decree barring the transfer at all material times.
10. By consent before Gitumbi J, the parties agreed to adopt their witness statements and bundles of documents into evidence and file submissions thereafter as opposed to hearing their respective testimonies in open court.
11. Stanley Kamau Kuria made an undated witness statement filed on 15<sup>th</sup> August 2012. He stated that he was employed in the Ministry for foreign Affairs in April 1977 as a chef for the then Kenyan Ambassador to the United States who had also been a Town Clerk in Nairobi City Council. He worked in Washington DC. He stated that in 1978 Nairobi City Council advertised a list of properties it intended to allot to members of staff of Washington DC. About 40 members balloted, He was allocated plot no. C12 sector II in Umoja. By a letter dated 3<sup>rd</sup> July 1978 the allotment was confirmed and the purchase price was Kshs 23,800/- subject to a tenant purchase agreement dated 22<sup>nd</sup> March 1983. He stated that he made all the requisite payments and the Council acknowledged and confirmed he had paid the full purchase price vide a letter dated 4<sup>th</sup> February 1985 and what remained was to survey and develop. Further he said that in 1996 he came back to Kenya and learnt that the Council has allocated the plot to the Plaintiff. He wrote a letter dated 2<sup>nd</sup> February 1996 which did not get a response. In the meantime he returned to the United States and when he came back he found the Plaintiff had started to develop the plot. In 2002 he applied for an injunction which was granted on 22<sup>nd</sup> May 2002 but the Plaintiff continued construction and the plot is partly developed with rentals. Furthermore, during pendency of the suit, the Plaintiff processed a title in his name NAIROBI/BLOCK 83/14/433 and subsequently charged it to Standard Chartered Bank to secure a loan of Kshs. 700,000/-.
12. The 2<sup>nd</sup> Defendant made a defence to the 1<sup>st</sup> Defendant's counterclaim. 9<sup>th</sup> November 2012 filed on 14<sup>th</sup> November 2012. The 2<sup>nd</sup> Defendant denied the contents of the counterclaim, denied that the 1<sup>st</sup> Defendant/Plaintiff herein is the owner of the suit property. It contended that that the 1<sup>st</sup> Defendant/Plaintiff's counterclaim is irredeemably incompetent, fatally defective and an abuse of Court process. The 1<sup>st</sup> Defendant/Plaintiff in the counterclaim filed a further re-amended defence and counterclaim further amended on 21<sup>st</sup> July 2014.
13. On record are witness statements filed by advocated for the Plaintiff. The statement of Salim Ogola Owade dated 2<sup>nd</sup> September 2014 and filed on 4<sup>th</sup> September 2014. Salim stated that in 1999 he was a resident of Kariobangi working as a casual labourer. One February morning as he waited with other labourers (about 80) a man named Kimani approached them for a job (to demolish a slab that had been improperly done). Kimani was in the company of Stanley Kamau Kuria (1<sup>st</sup> Defendant/Plaintiff). They were to be paid 500/- for the job and were given money to buy materials. The following day when he reported to continue the work a policewoman appeared and they were told to stop the demolition as they were illegally destroying someone's property. Three quarters of the slab had already been demolished. The next morning Kimani came back with Stanley and they were paid. He was later asked to testify against Stanley Kuria in Makadara Law Courts where he identified him as the man with Kimani.
14. Mrs. Mary Wangui Omari witness statement dated 16<sup>th</sup> April 2015. She stated that she is a Senior Superintendent stationed in Nakuru. In 1999 she was based at Buruburu OC Crime. She was instructed by the then OCS to visit a scene of malicious damage which she did accompanied by C.I Beatrice Otieno who was the deputy OCS at the time. They found a group of young men demolishing a building under construction and inquired who authorized them and told them to stop. They said they had been hired by Kuria. The following day 7<sup>th</sup> January 1999 Kuria went to the police station with Peter Wamathai Gichangi and both parties were listened to. The OCPD directed that Stanley Kuria be charged with malicious damage to property. He was booked. She stated that later she learned that the accused person had absconded after being released on cash bail and a warrant of arrest was issued. Later on 30<sup>th</sup> May 2006 she was asked to record a statement since the original file and OB could not be traced.
15. Maina's written statement dated 11<sup>th</sup> November 2014. He is a retired Police Chief Inspector. Between 2003 and 2009 he was stationed at Buruburu Police Station. He stated that in July 2006 Peter Wamathai Gichangi (Plaintiff) reported the incident of malicious damage to property against Stanley Kamau Kuria who was charged at Makadara in criminal case no.1663 of 2009 R v Stanley Kamau Kuria. He stated they could not locate the file of the case against Stanley. He went to Makadara law courts with a copy of the warrant of arrest and ascertained that it was valid. He the established contact with the previous investigating officer who gave him leads including photographs. With this information he proceeded send two Constables to arrest Stanley Kamau at Milimani Commercial Courts and he was taken to Makadara Courts where Moses testified as witness 6.
16. On the 17<sup>th</sup> October 2019, Mr. Macdonald for Gatheru for Mr. the plaintiff was present in court. Mr. Mworira for the 1<sup>st</sup> defendant was also present. Mr. Mworira sought and was granted fourteen (14) days to file their written submissions. The 1<sup>st</sup> defendant was granted more time. The matter was set for judgment on 12<sup>th</sup> March 2020. By 12<sup>th</sup> March 2020, neither the 1<sup>st</sup> defendant nor the 2<sup>nd</sup> defendant had filed their written submissions and the matter was scheduled for judgment on 9<sup>th</sup> July 2020. By the time of writing this judgment none of the defendants had filed their written submissions.
17. The plaintiff's submissions dated 15<sup>th</sup> February 2018 raised four issues for determination: (i) Whether the suit property was allocated to the 1<sup>st</sup> Defendant and if so; (ii) whether the allotment was cancelled; (iii) Whether the suit property was lawfully and legally reallocated to

the Plaintiff?; (iv) Who should bear the costs of the suit. The Plaintiff hinged his submissions on sections 107(1), 108 and 109 of the Evidence Act and the decided cases of **Njuwangu Holdings Ltd –v- Langata KPA Nairobi & 5 others (2014)eKLR** and **Joseph N.K Arap Ngok-v- Moiyo Ole Keiwua & 4 others (1997)eKLR**.

18. Counsel for the Plaintiff submitted that initially the 2<sup>nd</sup> Defendant in its defence had said that the suit property was allocated to the 1<sup>st</sup> Defendant but thereafter investigations revealed that the letter of allotment and many others were issued through fraud. That the suit property was consequently repossessed under Minute 3 of the Housing Development Committee on 27<sup>th</sup> October 1994. Later the suit property was reallocated to the Plaintiff as per allocation letter 11<sup>th</sup> November 1994 and minuted under Housing Development and Management Committee Meeting of 5<sup>th</sup> March 1995. The Plaintiff then paid all dues in full and got a 99 year Certificate of Lease. The Plaintiff argues that the sale agreement between the mayor, the town clerk and the 1<sup>st</sup> Defendant was both unregistered, unstamped and unapproved by the 2<sup>nd</sup> Defendant hence did not confer title. Counsel further argued that title to landed property normally comes into existence after meeting the conditions in a letter of allotment. **Wreck Motor Enterprises –v- Commissioner of Lands and 3 others, Civil appeal 71 of 1997**. Further, that the Defendant showed no evidence of complying with the conditions and a letter of allotment is not a title.

19. It was submitted that once a suit property has been allotted to someone it is not available to another person unless the allotting body cancels the allotment. **Rukaya Ali Mohamed –v- David Gikonyo Nambacha & Another, Kisumu HCCA No.9 of 2004**. The Plaintiff contended that the property having been reallocated to him and having been in compliance with all the terms and conditions before registering the Lease, he has the entitlement to enjoy all the rights of a proprietor as set out in **sections 24 and 25 of the Land Registration Act**.

20. On the second issue Counsel contended that the suit property was available for allotment to the Plaintiff being that the allocation to the 1<sup>st</sup> Defendant was cancelled and the plot repossessed and subsequently reallocated to the Plaintiff, thus the Plaintiff is entitled to proprietary rights under **section 24, 25 LRA. Wreck Motor Enterprises –v- Commissioner of Lands and 3 others, Civil Appeal 71 of 1997**.

21. On the third issue Counsel argued that upon being issued with the Certificate of Lease the Plaintiff became the absolute and indefeasible proprietor of the suit property. The title documents were issued under the RTA (cap 281). **Sections 23(1) RTA** retained under **section 24(1), 25 LRA. Joseph N.K. Arap Ngok-v- Moiyo Ole Keiwua & 4 others (1997) eKLR**. Plaintiff argued that the 1<sup>st</sup> Defendant has not established any of the grounds set out in section 26 of the Land Registration Act upon which the Court can interfere with the Plaintiff's title. He relied on the Court of Appeal case of **Satray Investment Ltd –v- J.K. Mbugua (2003)eKLR** and **Fraja Maharus, Administrator of the Estate of Khadija Rajab Suleiman-v- J.B. Martin Glass Industries & 3 others, Mombasa Court of Appeal, No. 130 of 2003** which was cited by Mutungi J in **Njuwangu Holdings Ltd-vs- Langata KPA Nairobi & 5 others (2014)eKLR**. He also placed reliance on the Supreme Court of Uganda case of **Kampala Bottlers Ltd-v- Damanico (UG) Ltd, East Africa Law Reports (1990-1994) E.A 141 (SCU)** and submitted that in the instant case the 1<sup>st</sup> Defendant has not demonstrated that the allocation of the suit property to the Plaintiff was illegal and the burden of proof is on the 1<sup>st</sup> Defendant which he has not discharged and as such the Plaintiff ought to be declared the rightful owner.

22. On the issue of costs the Plaintiff submitted that costs follow the event and since he has proved he is the rightful owner of the suit property the Defendant should be ordered to pay costs of the suit and damages as a result of the demolition of the Plaintiff's structures. He relied on **Little Africa Kenya Ltd –v- Andrew Mwiti Jason [2014]eKLR** where Justice F. Gikonyo cited **Joseph Oduor Anode-v-Kenya Red Cross Society [2012]eKLR**. Reliance was also placed on what Mr. Justice (Rtd) Kuloba in **Judicial Hints on Civil Procedure, 2<sup>nd</sup> Edition (Nairobi Law Africa 2011)** wrote on costs.

23. I have considered the pleadings, the witness statements and the documents on record. I have also considered the written submissions filed on behalf of the plaintiff and the authorities cited. The issue for determination are:-

- (i) *Whether the suit property was lawfully and legally allocated to the plaintiff.*
- (ii) *Who is the rightful owner of the suit property?*
- (iii) *Is the plaintiff entitled to the reliefs sought?*
- (iv) *Who should bear costs?*

24. It is not in dispute that the 2<sup>nd</sup> defendant vide a Minute of the Housing Development and Management Committee on 8<sup>th</sup> March 1999 of the list of 53 plots which had been repossessed by the City Council of Nairobi was ratified and the suit plot No. C 12 Umoja Innercore Section II was shown as having been allocated to the plaintiff. Following this allocation, the plaintiff was issued with a certificate of lease on 20<sup>th</sup> September 2000 for Nairobi/Umoja Block 83/14/433. There is also a lease between Peter Wamaita Gichangi and the Nairobi City Council dated 20<sup>th</sup> September 2000. The mayor and the town clerk have signed on behalf of the Nairobi City Council. The said lease was registered on the same day.

25. It is also not in dispute that the plot had initially been allocated to the 1<sup>st</sup> defendant. It is his case that he had made all the requisite payments. He attached receipts and letters from the Nairobi City Council to confirm this. It appears the 1<sup>st</sup> defendant was dispossessed of the suit plot way back in 1989. The suit plot was repossessed from the 1<sup>st</sup> defendant by the 2<sup>nd</sup> defendant. The same was advertised as available for allocation alongside other plots. The plaintiff applied and was allocated the plot. There is no evidence that the same was illegally allocated to the plaintiff and a title issued in his favour.

26. **Section 26(1)** of the Land Registration Act, 2012 provides that:-

***“The certificate of title issued by the Registrar upon registration, or to a purchaser of land upon a transfer or transmission by the proprietor shall be taken by all courts as prima facie evidence that the person named as proprietor of the land is the absolute and indefeasible owner, subject to the encumbrances, easements, restrictions and conditions contained or endorsed in the certificate, and the title of that proprietor shall not be subject to challenge, except—***

- (a) on the ground of fraud or misrepresentation to which the person is proved to be a party; or***
- (b) where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme”***

In my view the plaintiff’s title was issued lawfully. There is no evidence that the same was acquired fraudulently or unprocedurally.

27. It is not in dispute that the plaintiff holds a certificate of lease while the 1<sup>st</sup> defendant relies on a letter of allotment. The plaintiff has given the history of how he acquired the title. In the case of **Njuwangu Holdings Ltd vs Langata KPA Nairobi & 5 Others [2014] eKLR**, Mutungi J held thus;

***“As matters now stand, the plaintiff, who has a registered title over the suit property has a superior claim to that of the 1<sup>st</sup> defendant who only holds a letter of allotment. I am in agreement with the decision of the Court of Appeal in the case of Satya Investment Ltd vs J. K Mbugua [2013] eKLR where the court held that a temporary occupation licence could not overrule a registered title under the Registration of Title Act Cap 281 Laws of Kenya (repealed). Equally in my view that a letter of allotment cannot overrule a duly registered title under the Act and where there is a registered title and a letter of allotment over the same property barring any fraud on the part of the party holding the registered title a letter of allotment must of necessity give way. The rights of a party who holds the registered title have crystalized as opposed to those of the party holding a letter of allotment which are yet to crystalize”.***

I am guided by the above authority.

28. Similarly in the case of **Joseph N. K. Arap Ngok vs Moiyo Ole Keiwua & 4 Others [1997] eKLR** the Court of Appeal held that:-

***“Section 23(1) of the Act gives an absolute and indefeasible title to the owner of the property. The title of such an owner can only be subject to challenge on grounds of fraud or misrepresentation to which the owner is proved to be a party. Such is the sanctity of title bestowed upon the title holder under the Act. It is our law and the law takes precedence over all other alleged equitable rights of title. In fact, the Act is meant to give such sanctity of title otherwise the whole process of registration of titles and the entire system in relation to ownership of property in Kenya would be placed in jeopardy.”***

29. From the foregoing it is clear that the plaintiff is the rightful owner of the suit property having been lawfully allocated to him. I find that he is entitled to the reliefs sought in the amended plaint. As a registered proprietor, the plaintiff is entitled to enjoy all proprietary rights to the exclusion of all others. This includes the right to exclusive possession of the suit plot as per section 24 and 25 of the Land Registration Act.

30. I find that the plaintiff accepted the letter of offer and complied with the terms of the offer. He was therefore issued with valid title documents.

31. In conclusion, I find that the plaintiff has proved his case against the defendants on a balance of probabilities. The 1<sup>st</sup> defendant’s counterclaim against the plaintiff fails. The 1<sup>st</sup> defendant’s claim was that he had paid all the requisite fees for the suit plot. If indeed the repossession was wrongful, then his recourse is against the 2<sup>nd</sup> defendant, not the plaintiff. As the court was not guided on the issue of compensation I will not delve into this.

32. Accordingly judgment is entered for the plaintiff as against the defendants jointly and severally as follows:-

***(a) That an order of permanent injunction is hereby issued restraining the defendant, whether by themselves, their servants, agents and or nominees or otherwise from entering, trespassing, erecting any building/structures or pulling down any structure whatsoever or in any way interfering with the plaintiff’s peaceful and quiet possession, enjoyment and occupation of all that parcel of land known as Nairobi/Umoja Block 83/14/433 (originally plot NO. C 12 Umoja Innercore Section II).***

***(b) That a prohibition order is hereby issued barring any transfer of all that parcel of land known as Nairobi/Umoja/Block 83/14/433 (originally Plot No. C12 Umoja Innercore Section II) to any other person other than the plaintiff.***

***(c) That a declaration is hereby issued that the plaintiff is entitled to ownership, occupation, quiet use and enjoyment of parcel of land known as Nairobi/Umoja/Block 83/14/433 (originally Plot No. C12, Umoja Innercore Section II).***

***(d) That each party do bear own costs of the suit and the counterclaim.***

It is so ordered.

**Dated, signed and delivered in Nairobi on this 9<sup>th</sup> day of July 2020.**

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**L. KOMINGOI**

**JUDGE**

**In the presence of:-**

No appearance for the Plaintiff

No appearance for the 1<sup>st</sup> defendant

No appearance for the 2<sup>nd</sup> defendant

Kajuju - Court Assistant