



**REPUBLIC OF KENYA**

**MWAURA GATHOGO**

**MUKONO KARANJA ..... PLAINTIFF**

**VERSUS**

**NEPATAO OLE PUNYUA..... DEFENDANT**

**JUDGMENT**

This suit came up by way of formal proof. The plaintiffs are asking for Judgment against the defendant for:-

- (a) shs. 27,200
- (b) General Damages
- (c) Costs of this suit
- (d) Such further or alternative relief as this Honourable Court may deem fit to grant.

From the evidence adduced it is clear that there was a valid sale agreement between the defendant as the seller and the plaintiffs as the purchasers of a piece of land known as parcel No 265 at Nairegia Nkare in Narok District. The defendant was paid an initial deposit of shs.24,000 towards the agreed purchase price of shs.50,000. Later the plaintiffs paid shs.2200. Hence the total amount already paid by the plaintiffs is shs.26,200. The plaintiffs also paid shs.1,000 to the advocate who prepared the sale agreement.

The defendant later changed his mind and so he could not allow the plaintiffs to utilize this land. Note that the parties did not obtain the consent of the Land Control Board. Hence under section 7 of the Land Control Act (cap 302) the plaintiffs are entitled to refund of the purchase price paid on PW1 thereof. In this case the plaintiffs had paid shs.26,200 to the defendant. They are entitled to this amount. On top of this amount I would add shs.1000 which they paid the lawyer who prepared the sale agreement. There is no basis for general damages since the agreement was not enforceable for want of consent of the relevant Land Control Board. In view of the foregoing I enter judgment in favour of the plaintiffs in the sum of the plaintiffs order accordingly.

**Delivered at Nairobi this 18th day of October, 1984.**

**E O'KUBASU**

**JUDGE**