



**Mutwota (Suing on Behalf of Benjamin Jackson Mutwota Muia) &
another v Mulala & 31 others (Environment and Land Case 20 of 2019)
[2025] KEELC 6657 (KLR) (26 September 2025) (Judgment)**

Neutral citation: [2025] KEELC 6657 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT MAKUENI
ENVIRONMENT AND LAND CASE 20 OF 2019
TW MURIGI, J
SEPTEMBER 26, 2025**

BETWEEN

**PHILIP MUNYAO MUTWOTA (SUING ON BEHALF OF BENJAMIN JACKSON
MUTWOTA MUIA) 1ST PLAINTIFF**

**NDAVI WAMBUA (SUING AS THE ADMINISTRATOR AND PERSONAL
REPRESENTATIVE OF WAMBUA MAKAU NDUNGU) 2ND PLAINTIFF**

AND

ELIJAH MULALA & 31 OTHERS & 31 OTHERS DEFENDANT

JUDGMENT

1. The Plaintiff instituted this suit vide a Plaint dated 20th March 2019 seeking the following orders:
 - a. A permanent injunction restraining the Defendants either by themselves or through their agents, servants, employees, proxies or anyone acting on their behalf from trespassing, entering, claiming, encroaching, working on, alienating, subdividing, constructing on, selling, offering for sale, disposing or in any other way interfering with the status, registration or quiet possession by the Plaintiffs and other beneficiaries of the estate of Jackson Mutwota Muia and Wambua Makau Ndungu of all that parcel of land known as Mukaa/Konza/Kiima Kiu/Block 1/81.
 - b. An order do issue ordering the Defendants and their agents, servants, employees, proxies, members of their families, and anyone acting on their behalf to vacate and give vacant possession of all that parcel of land known as Mukaa/Konza/Kiima Kiu/Block 1/81 within a specified period, failure to which they be forcefully evicted.



- c. An order do issue directing the Registrar of Lands, Makueni, to cancel all transactions, subdivisions, registrations, and entries done in respect of land parcel Number Mukaa/Konza/Kiima Kiu/Block 1/81 and revert it to acreage of 11.65 hectares.
 - d. Any other order this court deems fit and just to grant.
 - e. Defendants do pay the costs of this suit
2. The Defendants filed a joint Statement of Defence dated 28th June 2021 denying the Plaintiffs' claim. They urged the court to dismiss the suit with costs.

The Plaintiffs' Case

3. The Plaintiffs called one witness in support of their case.
PW1 Ndavi Wambua adopted his witness statement dated 20th March 2019 as his evidence in chief. He also produced the documents in his list dated 20th March 2019 as PEX1-9 in support of his evidence.
4. PW1 informed the court that land parcel No. Mukaa/Konza/Kiima Kiu/Block 1/81 (the suit property herein) is registered in the names of Wambua Makau and Jackson Mutwota Muia, both of whom are deceased. He testified that the suit land borders land parcel No. Mukaa/Konza/Kiima Kiu/Block 1/42, which was reserved by the Government for Ngaamba Trading Centre.
5. He further testified that sometime in 2015, the Defendants convened a meeting at the market and decided that the suit property was a part of the market. Subsequently, the 1st - 7th Defendants visited the Land Registrar in Makueni, who agreed to annex a part of the suit property to the market. Despite raising objections to this decision, the Defendants hired a surveyor to subdivide the suit land into plots.
6. He went on to state that when it became clear that the Defendants were not responding to their protest, they engaged an advocate who issued a demand notice to the Defendants. Subsequently, the Defendants temporarily suspended their activities before proceeding with their plans to subdivide the land.
7. It was his testimony that on 2nd February, 2019, the Defendants displayed posters in the market, inviting plot owners to participate in the ballot scheduled for 20th March 2019. He stated that they also conducted a search on the suit land and parcel No. Mukaa/Konza Kiima Kiu /Block 1/141, and confirmed that their land measured 11.65 hectares, whereas Plot No. 141 measured 0.16 hectares.
8. He went on to state that a search of the suit property conducted in 2019 revealed that the green card had been altered on the back to show an area of 9.80 hectares, instead of the original 11.65 hectares.
9. Following this development, their advocate wrote a letter to the Land Registrar, who responded that he could not issue a certificate of search for the suit property because the green card had been altered.
10. Concluding his testimony, he urged the court to grant the orders sought in the Plaint.
11. On cross-examination, he reiterated that the suit property belonged to his late father, who passed away in 2009. He further stated that, at the time of his father's death, the land was occupied by other people, and that his father would assert ownership over the suit land either by seeking compensation or asking the occupants to leave.
12. He acknowledged that he was familiar with the Kiene Ngundu Farmers Association and clarified that he has never been a member of the Association. He also testified that the Association was given land that was previously occupied by settlers and denied making any payments to the Association. He admitted



knowing AIC Ngaamba but denied knowing the masons who built the church. He added that there are approximately 20 shops on the suit land, some of which were built during his father's lifetime.

The Defendants' Case

13. DW1 Alice Kytangi Musyoka adopted her witness statement dated 24th June 2021 as her evidence in chief. She told the court that she relocated to Ngaamba many years ago and acquired her land from a colonial settler named Kiungu. She testified that the suit property, measuring 11.65 hectares, was initially owned by a white settler and was purchased in 1974.
14. She went on to state that she was allocated 27 acres of agricultural land and a commercial plot at Ngaamba shopping center, which is part of the dispute. She contended that the 2nd Plaintiff's father identified the beacons for the plot owners and even witnessed some sale agreements related to the suit property.
15. She further testified that the 2nd Plaintiff purchased a plot from a third party, where he operates a business, and it is ironic that he could have bought his own business. She stated that the 2nd Plaintiff is a mason and has consistently been constructing the AIC church within the suit property for the 30th Defendant, and he has never raised any concerns. It was her testimony that the 2nd Plaintiff has been a member of Kiene Ngundu Association since his father's death and had paid Kshs. 3300/= for the survey and other related fees, just like any other member.
16. On cross-examination, she testified that she had documents to confirm that she had purchased land from a colonial settler and that she was issued a title deed in her name, although she could not recall the title number.
17. She further testified that she does not know land parcel No. Mukaa/Konza/Kiima Kiu/Block 1/81 or land parcel No. Mukaa, Konza, Kiima Kiu, Block 1/142. She acknowledged that she has been a member of Kiene Ngundu Association since 1970. She stated that they had previously paid Kshs 2,015/-, but she did not have the receipts with her in court.
18. In re-examination, she stated that she has been residing at Ngaamba Shopping Center since 1974. She further testified that the AIC church and approximately 10 shops were constructed in 1975 within the suit land.
19. DW2 Stephen Nzomo adopted his witness statement dated 24th June 2021 as his evidence in chief. He echoed the evidence of DW1.
20. On cross-examination, he testified that he purchased his plot in 1974 but has not constructed anything on it. He further testified that land parcel No. Mukaa/Konza/Kiima Kiu/Block1/142 is nine acres in size. He confirmed that the Plaintiffs' land borders his land. He went on to state that Kiene Ngundu Association, which he chaired, purchased the suit property and had documents to prove it.
21. He explained that after the white settlers gave them the land, the government surveyor subdivided it, and each member contributed Kshs 2000/=.
22. In re-examination, he stated that he was sued in his personal capacity and not as the Chairman of Kiene Ngundu Association. He explained that Ngaamba Shopping Center is located between the Plaintiffs' land and has been in existence for over sixty years. According to him, the suit property houses more than twenty shops and a church.
23. DW3 John Kyalo Muthoka adopted his witness statement dated 24th June 2023 as his evidence in chief. He echoed the evidence of DW1.



24. On cross-examination, he stated that he has been a member of Kiene Ngundu since 1983. He explained that he inherited his plot from his deceased parents. He further testified Kiene Ngundu Association acquired land parcel No. Mukaa/Konza/Kiima Kiu/Block 1/142 in 1974, whereas the suit property belongs to Wambua Makau. He further stated that there are shops within the suit property owned by Kiene Ngundu Farmers.
25. He also told the court that his plot, measuring 17 feet by 100 feet, is located within the suit property.
26. In re-examination, he stated that he was sued in his personal capacity and not on behalf of his parents. He reiterated that Kiene Ngundu owns land parcel No. Mukaa/Konza/Kiima Kiu/Block 1/142, and that it had undertaken construction on the suit property. He maintained that he had never been evicted and that the plaintiffs' parents had never claimed ownership of the land.
27. DW4 George Mutua Nzioka adopted his witness statement dated 24th June 2021 as his evidence in chief.
28. On cross-examination, he testified that he has been a member of Kiene Ngundu Association since 1970. He further testified that his parcel is located within land parcel No. Mukaa/Konza/Kiima Kiu/Block 1/142 and borders the suit property.
29. He stated that land parcel No. Mukaa/Konza/Kiima Kiu/Block 1/142 was acquired by the Kiene Ngundu Association in 1974 and is owned by the community. He further stated that the suit property borders the shopping center and belongs to the 2nd Plaintiff's father and another.
30. He went on to state that he constructed a shop on the suit land in 2000, which is now leased to tenants. He confirmed that he had neither paid taxes to the Makueni County government nor submitted his title deed to the court.
31. In re-examination, he stated that the suit property covers 4.96 acres and consists of approximately 40 plots, each measuring 17 feet by 100 feet. He further stated that the Plaintiffs' fathers were alive when the shops were constructed and that they measured his plot. Additionally, he mentioned that the Plaintiffs' fathers did not file any complaint with the Chief's office, nor prevent anyone from constructing on the plot.
32. He stated that he does not pay land rates because the shopping center has not been registered. He also mentioned that there is a church and a community water tank on the suit land, and that no title deeds have been issued for the suit property.
33. After the close of the hearing, parties agreed to file and exchange their written submissions.

The Plaintiff's Submissions

34. The Plaintiffs filed their submissions dated 22nd October 2022.
On behalf of the Plaintiffs, Counsel outlined the following issues for the court's determination:-
 - a) Whether the Defendants have trespassed on the suit land?
 - b) Whether the Plaintiffs are entitled to the orders sought?
35. On the first issue, Counsel submitted that it is not disputed that the deceased are the registered proprietors of the suit land. Counsel further submitted that land parcel No. Mukaa/Konza/Kiima Kiu/Block 1/142 was reserved by the government for a market, specifically the Ngaamba Trading Center.



36. Counsel further submitted that the Defendants held a meeting and decided to annex a portion of the suit land to be included in the market without consulting the Plaintiffs about this decision. Subsequently, they approached the Registrar of Lands in Makueni to implement this annexation. The Plaintiffs objected to this action and engaged legal counsel, and as a result, some of the Defendants withdrew from the proceedings, except for those who had already begun construction on the suit land.
37. Despite being granted the opportunity to vacate the suit land, the Defendants proceeded to participate in the ballot for the plots within the suit land. In 2019, the plots allocated through the ballot were being sold for Kshs 800,000/= each. Counsel submitted that when the Plaintiffs visited the land office, they discovered that the green card had been altered, and the land was measured at 9.8 hectares instead of the original 11 hectares.
38. Counsel submitted that the Plaintiffs produced a title deed and a certificate of official search as evidence to prove that the land belonged to their parents. It was submitted that the Defendants were intermeddling with the estates of the Plaintiffs' parents. According to Counsel, the defense consists of mere denials since the Defendants did not dispute the Plaintiffs' parents' ownership of the suit land, nor file a counterclaim regarding the ownership of the land.
39. Counsel cited Section 26 of the *Land Registration Act* to submit that the Plaintiffs' title is proof of ownership of the suit land, a claim that was not challenged. Counsel relied on Section 3(1) of the *Trespass Act*, Cap 294, to support the Plaintiffs' claim that the Defendants had unlawfully trespassed onto the suit land. Counsel submitted that the Plaintiffs' deceased parents had peacefully possessed the land, and that the Defendants started interfering after their death.
40. Counsel argued that the Defendants' actions to alienate, subdivide, and offer for sale land already registered in the Plaintiffs' deceased parents' names were illegal and unlawful. Counsel submitted that the title deed and the initial search showed the suit land measured 11 hectares, but a search conducted in 2019 revealed it to be 9.8 hectares. According to Counsel, this discrepancy, along with the letter dated 20th March, 2019, demonstrates that the Defendants had tampered with the green card in an attempt to attach a part of the suit land and incorporate it into the market.
41. According to Counsel, the Defendants acknowledged that they are still occupying the suit land but did not dispute that the land belongs to the Plaintiffs' deceased parents. Consequently, the Defendants have no rights to the suit land and should not be allowed to deny the Plaintiffs and the families of the deceased their ownership rights.
42. To buttress his submissions, Counsel relied on the following authorities:-
 - a) Simon Sossion vs Kiango General Supplies Limited, Nairobi HCCC 746 of 2009 [2010] eKLR,
 - b) John Koech vs Peter Chepkwony [2019] eKLR.

The Defendants' Submissions

43. The Defendants filed their submissions dated 26th April 2024.
On behalf of the Defendants, Counsel outlined the following issues for the court's determination:
 - a. Whether there is trespass or illegal occupation and whether or not the suit is statute-barred?
 - b. Whether the Plaintiffs have proved their case on a balance of probabilities?
 - c. Who meets the costs of the suit?



44. On the first issue, Counsel submitted that both the Plaintiffs and the Defendants are members of the Kiene Ngundu Farmers Association. Counsel further submitted that the suit property measuring 11.65 was purchased by some of the Defendants and the Plaintiff's deceased parents, who were employed as labourers on the land and was subsequently subdivided and sold to the Defendants and the shareholders who included the parents of the Plaintiffs.
45. Counsel also argued that the Plaintiffs' parents did not raise any complaints regarding encroachment, infringement, illegal occupation, or theft committed by the Defendants during their lifetime. Counsel further submitted that the 2nd Plaintiff's father witnessed the sale agreements for properties that have already been transferred to third parties. Additionally, the Plaintiffs' fathers identified the beacons to the Defendants, and the Plaintiffs, who are masons by profession, constructed most of the properties.
46. Counsel argued that the suit is barred by statute because the Plaintiffs did not file a claim within 12 years to recover the land from the Defendants. Counsel also contended that no explanation has been provided for the delay in filing this suit, and there is no evidence indicating that the Plaintiffs allowed the Defendants to occupy the land.
47. To buttress this argument, Counsel relied on Section 7 of the [Limitation of Actions Act](#) and on the case of *Edward Moone Lengusuranga Vs James Lanaiyara & Another* [2019] eKLR; *Gathoni vs Kenya Cooperative Creameries Ltd* [1982] KLR 104; *Iga vs Makerere University* [1972] EA, and *Gatirau Peter Munya vs Dickson Mwenda Kithinji & 2 Others* [2014] eKLR.
48. Concluding his submissions, Counsel submitted that the Plaintiffs have not proved their case on a balance of probabilities and urged the court to dismiss the suit with costs to the Defendants.

Analysis And Determination

49. Having considered the pleadings, the evidence on record, and the submissions by the parties, the only issue for determination is whether the Plaintiffs are entitled to the orders sought.
50. It is not in dispute that both parties are claiming ownership over the suit property. It is also not in dispute that there are shops and an AIC church within the suit property.
51. The dispute between the parties herein revolves around the ownership of the suit property. The Plaintiffs produced a title and a certificate of official search, which show that the suit property is registered in the names of Wambua Makau Ndungu and Mutwota Muia, both of whom are deceased.
52. The Plaintiffs sought a permanent injunction restraining the Defendants from interfering with the suit property. They contended that the Defendants conspired with the land Registrar to reduce the size of the suit property from 11.65 hectares to 9.80 hectares.
53. It is trite law that allegations of fraud must be specifically pleaded and proved.

In the case of *Vijay Morjaria vs Nansing Madhusingh Darbar & Others* [2000] eKLR (Civil Appeal No 106 of 2000), Tunoi JA stated as follows:

“It is well established that fraud must be specifically pleaded and that particulars of the fraud alleged must be stated on the face of the pleading. The acts alleged to be fraudulent must, of course, be set out, and then it should be stated that these acts were done fraudulently. It is also settled law that fraudulent conduct must be distinctly alleged and as distinctly proved, and it is not allowable to leave fraud to be inferred from the facts.”



54. Similarly, in the case of *Kinyanjui Kamau vs George Kamau* [2015] eKLR the Court of Appeal held that:

“...it is trite law that any allegations of fraud must be pleaded and strictly proved. See *Ndolo Vs Ndolo* [2008]1 KLR (G & F) 742 wherein the court stated that: “...we start by saying that it was the Respondent who was alleging that the will was a forgery and the burden to prove that allegation lay squarely on him. Since the Respondent was making a serious charge of forgery or fraud, the standard of proof required of him was obviously higher than that required in ordinary civil cases, namely proof upon a balance of probabilities; but the burden of proof on the Respondent was certainly not one beyond a reasonable doubt as in Criminal Cases...”

55. Although the standard of proof is not beyond a reasonable doubt, it is higher than proof on a balance of probabilities.

56. In Civil cases, the standard of proof is on a balance of probabilities. Section 107 (1) and (2) of the *Evidence Act* provides that:-

- (1) Whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.
- (2) When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.

57. It is clear from the above provisions that the burden of proof lies on the party alleging the existence of a fact which he wants the Court to believe.

58. To support their allegations, the Plaintiffs outlined the particulars of fraud as follows:-

- a) Making false entries in the register, reducing, and in effect the acreage of the suit land.
- b) illegally creating a green card different from the genuine one and replacing it at the registry.
- c) Deceitfully reducing the acreage of the suit land from 11.65 hectares to 9.8 hectares
- d) Making entries on the green card showing the land owners were deceased without following the laid down procedures.
- e) Annexing the suit land and alienating it to appear as part of Ngaamba market.
- f) Illegally and deceitfully subdividing the suit land and distributing it to persons who were not beneficiaries of the deceased estate.
- g) Intermeddling with the property of the deceased.
- h) Making entries to the deceased persons estate without an order of the court.

59. Although the Plaintiffs allege that the Defendants colluded with the Land Registrar, they did not join the Land Registrar as a Defendant in these proceedings. The title and certificate of official search indicate that the suit property is 11.65 hectares in size.

60. The title issued on 18th June 1999 and the certificate of official search dated 23rd June, 2015, shows that the suit land measures 11.65 HA. PW1 testified that the Land Registrar colluded with the Defendants and fraudulently altered the acreage of the suit land. In this regard, he further produced a certificate of official search dated 12th March 2019, which indicates that the land measures 9.80 hectares.



61. He testified that the Land Registrar refused to issue a certificate of search because the green card had been altered. The green card indicates the acreage as 9.80 acres and 11.65 acres. There is a note on the green card specifying that the surveyor was to verify the acreage of the land.
62. In a letter dated 20th March, 2019, the Chief Land Registrar stated that the office could not issue a search because the green card had been amended without being countersigned.
63. DW2 testified that he had documents to prove their ownership of the suit property. In this regard, the Defendants produced a letter dated 27th July, 2018, from the Director of Lands and Physical Planning, County Government of Makeni. The letter outlines the status of the Ngamba market situated within Plot 2/142. Paragraph c of the letter states as follows:-

“As per the approved Registry Index Map(R.I.M.) published by the Director of Survey, the position of the market is different from the actual ground situation. In the map, the market is part of parcel No. Mukaa/Konza Blok 2/81 (Kiene Ngundu), which then requires notification of the owner of parcel No. 81 to return the original title for the rectification of the area.”

64. In the same letter, the County Surveyor acknowledges that his office was aware of an effort to correct the anomaly in the map, which was undertaken by a licensed surveyor who had subdivided L.R. 1750 and 1973. He confirms that the Land Registrar had visited the site and advised on the preparation of a mutation document to reflect the ground situation, which the surveyor prepared and forwarded to the Registrar’s office. The Land Registrar outlined the subsequent steps needed to finalize the matter before the amendment of the RIM as follows:-
 - a. Since the market belongs to the county government, the county government is to countersign the mutation document as the proprietor/owner of the market.
 - b. The national land commission should give approval since the market is public land.
 - c. As per the approved rim published by the Director of Surveys, the position of the market on the map differs from the actual ground position. On the map, the market is part of parcel no. 12/81, which then requires notification to the owner of parcel 81 to return the original title for rectification of the area. The land registrar will summon the owner of the said parcel to return the title for rectification.
65. There is no indication that the office followed the advice from the Land Registrar. Additionally, there is no record of a mutation document countersigned by the Makeni County government confirming its ownership of the market. It is clear that the RIM has not been amended. There is no evidence to suggest that the NLC granted its approval.
66. More importantly, Section 79 provides for instances when the Land Registrar can amend an entry. Section 79 of the [Land Registration Act](#) deals with rectification and indemnity and provides as follows:-
 79. Rectification by the Registrar
 - (1) The Registrar may rectify the register or any instrument for registration in the following cases:-
 - a. in formal matters and in the case of errors, mistakes or omissions not materially affecting the interest of any proprietor;
 - b. in any case and at any time with the consent of all the affected parties’



- c. if upon a resurvey, a dimension or are shown in the register is found to be incorrect, in such case the Registrar shall first give notice in writing to all persons with an interest in the rectification of a parcel;
 - d. for purposes of updating the register;
 - e. for purposes of correcting name, address or other particulars of the proprietor upon the written application by the proprietor in the prescribed form.
- (2) No alteration affecting the title of the proprietor may be made pursuant to sub-section (1) without the proprietor's consent unless-
- a. the proprietor has by fraud or lack of proper care caused or substantially contributed to the error, mistake or omission;
 - b. it would for any reason be just for the alteration not to be made provided that a written notice of ninety days shall be given to the proprietor .
- (3) upon proof of the change of name or address of any proprietor, the Registrar shall, on the written application of the proprietor make an entry in the register to record the change.
- (4) Any person aggrieved by the decision of the Registrar under this section may apply to the court for necessary orders.

67. The Plaintiff produced the green card for the suit property, which shows that the approximate area was amended to 9.80HA.

68. Under Section 79 (1) of the [Land Registration Act](#), the Land Registrar has the power to rectify the register of land in formal matters, and with the consent of the parties. It is clear from the evidence presented that the Plaintiff was not granted an opportunity to be heard before the acreage of the suit property was amended. The actions by the Land Registrar effectively changed the acreage of the suit property from 11.65 to 9.80 hectares which amounts to an illegality. As it stands, the title for the suit has not been rectified, and therefore it remains as 11.65 hectares.

69. Since the NLC has not given its approval, the land is private land belonging to the plaintiffs.

70. Section 24(a) of the [Land Registration Act](#) provides for the interest conferred by registration. It provides as follows;

Subject to this Act;

The registration of a person as the proprietor of land shall vest in that person the absolute ownership of that land together with all rights and privileges belonging or appurtenant thereto.

71. Section 25 of the [Land Registration Act](#) provides for the rights of a proprietor. It provides as follows:

I. The rights of a proprietor, whether acquired on first registration or subsequently for valuable consideration or by an order of the court, shall not be liable to be defeated except as provided by this Act and shall be held by the proprietor, together with all privileges and appurtenances belonging thereto, free from all other interests and claims whatsoever, but subject;...



72. Section 26 of the Act 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.”

These provisions vest in the registered owner of land with rights and privileges and provide for instances when the right can be taken away.

73. It is not in dispute that the Defendants have built shops on the suit property. The Defendants admitted that the Plaintiffs are the owners of the suit property. I therefore find that the Defendants are trespassers on the suit property.

74. The Defendants did not challenge the Plaintiffs' title on the grounds of fraud. Having established that the Plaintiff is the registered owner of the suit property, I find that they are entitled to the rights and privileges as the registered proprietors of the suit property.

75. In the end, I find that the Plaintiffs have proved their case on a balance of probabilities as required. it is entitled to all the rights, interests, and privileges that pertain to it. The Plaintiff is therefore entitled to the orders sought in the Plaintiff.

76. The upshot of the foregoing is that I enter judgment for the Plaintiff against the Defendants in the following terms:.

- a) A permanent injunction be and is hereby issued against the Defendants wither by themselves or through their agents, servants, employees, proxies or anyone acting in their behalf from trespassing, entering, claiming, encroaching, working on, alienating, subdividing, constructing on, selling, offering for sale, disposing or in any other way interfering with the status, registration or quiet possession of the Plaintiffs and other beneficiaries of the estate of Jackson Mutwota Muia and Wambua Makau Ndungu of all that parcel of land known as Mukaa/Konza/Kiima Kiu/Nlock 1/81.
- b) The Defendants and their agents, servants, employees, proxies, members of their families, and anyone acting on their behalf are directed to vacate land parcel No. Mukaa/Konza/Kiima Kiu/Block 1/181, within 180 days from the date of this judgment, failure to which they will be forcibly evicted.
- c) The Registrar of Lands Makueni is directed to cancel all transactions, subdivision, registrations and entries done on respect of land parcel No. Mukaa/Konza/Kiima Kiy/Block 1/81.
- d) each party to bear its own costs.

JUDGEMENT SIGNED, DATED AND DELIVERED VIA MICROSOFT TEAMS THIS 26TH DAY OF SEPTEMBER, 2025.



.....

HON. T. MURIGI

JUDGE

In The Presence Of: -

Muli holding brief for Kasimu for the Plaintiffs

Nduati holding brief for Maingi for the Defendants

Ahmed – Court Assistant

