



**Amunze & another (Suing for and on Behalf of the Estate of Andrew Amunze Ayuka (Deceased)) v Adongo & another (Environment and Land Case 3 of 2021) [2025] KEELC 6848 (KLR) (8 October 2025) (Judgment)**

Neutral citation: [2025] KEELC 6848 (KLR)

**REPUBLIC OF KENYA  
IN THE ENVIRONMENT AND LAND COURT AT KITALE  
ENVIRONMENT AND LAND CASE 3 OF 2021  
CK NZILI, J  
OCTOBER 8, 2025**

**BETWEEN**

**ERICK KIMOKOTI AMUNZE ..... 1<sup>ST</sup> PLAINTIFF  
RACHAEL NECHESA KERE ..... 2<sup>ND</sup> PLAINTIFF  
SUING FOR AND ON BEHALF OF THE ESTATE OF ANDREW AMUNZE  
AYUKA (DECEASED)**

**AND**

**BEN MUTENYO ADONGO ..... 1<sup>ST</sup> DEFENDANT  
JACKSON ANGAINE ..... 2<sup>ND</sup> DEFENDANT**

**JUDGMENT**

1. Through a further amended plaint dated 31/12/2023, the plaintiffs seek:
  - a. Permanent injunction barring and restraining the defendants, their agents, servants, or employees, from interfering with the plaintiffs' use or act of fencing L.R. No. Kolongolo/Kolongolo Block 2/ Biketi/206.
  - b. An order directing the County Land Registrar to amend the green cards and RIM to reflect the real ground situation that is, L.R. No. Kolongolo/Kolongolo Block 2/ Biketi/206 as measuring 4.57 Ha, L.R. No. Kolongolo/Kolongolo Block 2/ Biketi/416 as measuring 5.40 Ha, and L.R. No. Kolongolo/Kolongolo Block 2/ Biketi/417 as 3.32 Ha.
  - c. An order directing the excess acreage of 0.34 Ha to be divided among the three parcels aforementioned as per the surveyor's report and recommendations dated 5/10/2022.



- d. An order that the boundaries between L.R. No. Kolongolo/Kolongolo Block 2/ Biketi/416, 417 (Pt2' – Pt7' and Pt5' - Pt9') be marked and pointed out to the representatives of the plaintiffs and the defendants on the ground as per the survey sketch labeled proposed boundaries as per the County Surveyors report dated 5/10/2022.
2. The plaintiffs are suing as the legal representatives of the late Andrew Amunze Ayuka, who was the registered owner of parcel No. Kolongolo/Kolongolo Block 2/ Biketi/206, which he acquired from his late father, Amunze.
3. The plaintiffs aver that the defendants, as part of the beneficiaries of the estate of the beneficiaries of the estate of deceased, were also allocated land in Eldoret HC P&A No. 46 of 1996, namely Land Parcel No. Kolongolo/Kolongolo Block 2/ Biketi/416 and 417 respectively.
4. The plaintiffs aver that in 2020, the deceased lodged a boundary dispute before the Land Registrar, who caused the surveyors to establish the boundaries between the suit land and the two parcels belonging to the defendants, which was conducted and established the proper positions of the boundary between the same, but the defendants have resisted efforts to fence the suit land, which had been tempered with by virtue of the same initial boundary, originally belonging to the late Hebron Amunze, when he used to utilize the pieces of the land as one farm.
5. The plaintiffs averred that, in view of the foregoing, there is a need to issue the reliefs sought, as the defendants have been interfering with their act of fencing and using their parcel of land as per the established boundaries.
6. The defendants opposed the suit through an amended statement of defence dated 28/2/2024. While admitting that the late Andrew Amunze Ayuka was the son of the late Hebron Amunze, they denied that the latter was the original owner of L.R. No. Kolongolo/Kolongolo Block 2/ Biketi/206. On the contrary, the defendants averred that the said land was subdivided, transferred, and a title deed issued to the late Andrew Amunze Ayuka on 20/9/1995, which, after the demise of Hebron Amunze, then owner of Kolongolo/Kolongolo Block 2/ Biketi/3, which never gave rise to No. 206, otherwise the two were surveyed independently, for they have different registers.
7. The defendants, while admitting that they were beneficiaries of the estate of the late Hebron Amunze, confirmed that they benefited from a share of his estate, to which they were issued with title deed following a successful distribution of the estate in Eldoret HC P&A Case No. 45 of 1996.
8. The defendants aver that the plaintiff is not being honest and sincere, otherwise his participation in the succession cause was limited to sharing of Block 3, between the defendants and not with them.
9. The defendants deny ever being aware of any boundary dispute over the three parcels of land; otherwise, the intended survey works were aimed at interfering with the original map that was processed during the lifetime of the deceased, with the intention of encroaching on their parcels of land.
10. The defendants aver that the survey works on parcel No. 206 on 6/4/2022 revealed that beacons were well placed, identified as proof that the boundaries were intact, and that the subsequent survey revealed that the surveyor received extra orders apart from the ones issued by the court.
11. The defendants deny the alleged tampering with the boundaries of the three parcels of land; otherwise, if the late Hebron Amunze used the farm as one, it is curious why the plaintiffs had to wait for 20 years after his death to raise the issue of the survey boundaries.



12. The defendants aver that the prayers sought by the plaintiffs should not issue, as each of the parties has been in quiet and peaceful occupation of their respective portions of land with no dispute against each other.
13. The defendants deny receipt of any notice before the suit was filed; otherwise, there was a similar case No. Kitale ELC Misc. Appl. No. 15 of 2020, which was dismissed by the court, hence the suit is res judicata.
14. In a reply to the amended defence dated 25/2/2021, the plaintiffs reiterated that he was given parcel No. Kolongolo/Kolongolo Block 2/ Biketi/206 by his father in 1988, and a title deed was issued by the society in 1995. The plaintiffs averred that the cause of action in this matter arose from the date of the survey, the establishment of the boundaries, and the issuance of the title deed to the defendants.
15. Andrew Amunze Ayuka testified as PW1 on 24/4/2021. He adopted his written statement dated 18/2/2021 and relied on a list of documents dated 18/1/2021. The documents included letters dated 17/2/2019 and 14/8/2019 from the Ministry of Lands, assistant chief's letter dated 15/7/2019, 14/2/2020, and 6/8/2019, Land Registrar's letter dated 26/2/2020, County Surveyor's letter dated 13/3/2020, and extract of titles for L.R. Nos. 416 and 417 as P. Exhibit No. 1(a), 8(a) and (b) respectively. He told the court that the 1<sup>st</sup> and 2<sup>nd</sup> defendants own parcels No. 417 and 416 respectively, which neighbour his plot No. 206.
16. In cross-examination, PW1 told the court that he started tilling the land shown to him by his late father in 1988, though his title was issued to him by the society.
17. PW1 said that he never engaged his late father over the boundary issue; otherwise, by 1995, the defendant's father was unwell. PW1 said that by 14/8/2019, the late Adongo was at the mortuary. PW1 said that the family had met under the leadership of the eldest brother and decided to survey the land after the 2<sup>nd</sup> defendant allegedly buried his late father on the plaintiff's land. According to PW1, the land had no beacons by 1988.
18. PW1 said that the defendants were summoned to the survey office but declined to receive the summons or attend the meeting. PW1 said that no one has disputed his ownership of parcel No. 206; otherwise, he took over occupation of the land before he knew that the boundaries had been tampered with. PW1 said that after discussing the boundary issues with the family members, they agreed to call the County Surveyor.
19. Protus Muindi testified as PW2. As the County Surveyor, Trans Nzoia, he told the court that upon request by the family members of the parties herein, through the chief's letter dated 15/7/2019, he visited the three parcels of land to ascertain the boundaries as per P. Exhibit No. 3, on 15/8/2019. PW2 said that he invited and involved all the parties through the area chief, who attended, including the 1<sup>st</sup> and 2<sup>nd</sup> defendants.
20. PW2 said that he conducted the exercise and confirmed the acreage from their office record. PW2 said that he noted some discrepancy that parcel No. 3 had encroached onto parcel No. 206 by 1.5 acres. PW2 said that he fixed the beacons in the right place and made a recommendation that the owners erect their fence in accordance with the marks that he had placed.
21. PW2 said that he made correspondence with the late Andrew Amunze as per P. Exhibit No. 1(a). PW2 denied knowledge of a subdivision of plot No. 3 as per the letter dated 6/8/2019 and P. Exhibit No. (5). PW2 said that it was the Land Registrar who wrote to him a letter dated 26/2/2020, which he produced as P. Exhibit No. (6).



22. Equally, PW2 said that he also wrote to the area assistant chief a letter dated 13/3/2020. PW2 said that when he sent surveyors on 13/3/2020 to the ground, they were opposed by the owner of parcel No. 3 as per the letter dated 13/3/2020, produced as P. Exhibit No. (7). PW2 produced a RIM Sheet No. 2 as P. Exhibit No. (9), showing the boundaries of the three parcels of land.
23. According to PW2, none of the parties herein had applied for the realignment of the boundaries; otherwise, it was his duty to rectify the boundary to reflect what is on the ground level. PW2 said that after demarcating 11 acres, he also subdivided plot No. 3. Further, PW2 said that, as per the letter dated 17/2/2019, he placed marks on the ground as per the RIM, put beacons on them, and proceeded to cement them.
24. PW2 said that the RIM was satisfactory; otherwise, it was on the ground, which required alignment with the map. PW2 said that during all his visits on the ground, the defendants were always present and cooperative. PW2 confirmed demarcating Block No. 3.
25. Erick Kimokot Amunze testified as PW3. He relied on a witness statement dated 31/12/2023 as his evidence in chief. PW3 told the court that the 2<sup>nd</sup> plaintiff had authorised him to represent him as per an authority to sue before the court. PW3 testified as a co-legal representative for the estate of Andrew Amunze Ayuka, brother to the 2<sup>nd</sup> defendant and an uncle to the 1<sup>st</sup> defendant. PW3 told the court that the late Andrew Amunze Ayuka became the owner of L.R. No. Kolongolo/Kolongolo Block 2/ Biketi/206, after he was given the land by his late father, Hebron Amunze, in 1988.
26. PW3 said that the defendants, as beneficiaries to the estate of his late father, were also allocated under Eldoret HC P&A Cause No. 45 of 1996 some parcels of land after the late father had been issued with a title deed.
27. PW3 said that the late Andrew Amunze Ayuka lodged a boundary dispute before the Land Registrar in 2020, which caused the County Surveyor to visit parcels No. Kolongolo/Kolongolo Block 2/ Biketi/206, 417, and 416, respectively, to establish the boundaries, which the defendants had tampered with.
28. Again, PW3 said that despite the establishment of the interference by the surveyors, the defendants have resisted efforts by the deceased to fence his land as per the proper position of the boundary, hence the reasons that the suit was filed. PW3 relied on the survey report dated 31/5/2022 and a limited grant as P. Exhibit No. (1) and (2).
29. In cross-examination, PW3 said that his title deed was obtained in 1995, which was the first to be processed out of the same block as the defendants' parcels of land. PW3 said that the surveyor's report was clear and beacons were effected on the ground; otherwise, the report was conclusive in all respects, by confirming the encroachment of parcels No. 416 and 417 onto his land. PW3 said that the surveyor's visit was also triggered by reports that he had made to the area chief between 1995 and 2016, who responded as per the letter before the court, which he believed were delivered to the 1<sup>st</sup> defendant.
30. PW3 said that he followed due process in calling the land surveyor to visit the disputed parcels of land.
31. PW3 said that he was certain that the land surveyor and registrar were not involved before 2004, when the late Hebron Amunze subdivided the initial land.
32. PW3 said that as a result of the interference with the boundaries of his land, the round size was not in tandem with what was on the RIM in terms of acreage. PW3 said that the County Surveyor's report had captured the error.



33. Boaz Odongo testified as PW4. As a Land Surveyor, he relied on a survey report dated 5/10/2022, which he prepared after a court order dated 14/7/2022 and 22/9/2022 was served upon him to ascertain boundaries regarding the plaintiff's parcel and the one belonging to the defendants.
34. PW4 told the court that his findings were that there is a discrepancy in terms of the distance on the sides of parcels No. 206, 416, and 417. Equally, PW4 said that after confirming the external boundaries, he realized that the ground acreages exceeded the combined registered acreages of the three parcels of land by 0.34 Ha. He produced the report as P. Exhibit No. (12). PW4 told the court that he recommended that the excess acreage be shared among the three parcels of land at the ratio indicated in his report, the line between parcels No. 206, 416 and 416 be marked on the ground after the adoption of the ratio and lastly, upon adoption of his report, and the ratio, boundaries on the ground be effected as per the attached sketch map, following amendments of the RIM by the County Land Surveyor to reflect the changes. PW4 produced the sketches as P. Exhibit No. 12(a).
35. PW4 said that the defendants' surveyors were also present during the exercise and prepared an undated report, which is accompanied by an undated sketch of Google map imagery, commenting on the rival report. PW4 said that the report had no recommendations on the way forward and lacked rival sketches or diagrams indicating where his report had anomalies.
36. PW4 said that he established the boundaries on the ground for the three parcels of land based on the RIM; otherwise, the law allows for the recommendation that he had made before the court. PW4 said that the ratio was based on the area factor to distribute the total ground acreage.
37. PW4 said that on the ground, he found no visible boundary marks. He acquired his title to the land after the late grandfather had passed on; otherwise, it was not listed as part of the estate in Eldoret HC Succession Cause No. 45 of 1996.
38. Ben Mutenyo Adongo testified as DW1. He testified on behalf of the estate of the late Daniel, as per a rectified confirmation of grant dated 12/3/2020. He told the court that before parcel No. 3 was given to David Adongo at the Eldoret High Court, based on the then-existing boundary, his late father and the plaintiffs had co-existed peacefully on the land, till his father passed on on 15/8/2019.
39. DW1 said that the complaint by the plaintiffs arose after 15/8/2019, that they had encroached onto parcel No. 206. DW1 said that the survey works in February and August 2021 were done before he became the legal administrator of his late father's estate. DW1 said that it was his late father who had set the original boundaries, which have now been encroached and interfered with by the County Land Surveyor by placing new marks and beacons.
40. DW1 said that the boundaries as erected by his late grandfather were not based on acreage and were also pointed out to him by his late father as per the 1988 survey, which has never been disputed by the parties. DW1 said that the plaintiff caused the survey while the land was still in the name of Hebron Amunze, and in the absence of the administrators. DW1 said that the boundaries as per the RIM were proper.
41. DW1 said that it is, however, being used as a tool to change the boundaries as established by the late Hesbon Amunze. DW1 said that the plaintiff is using his title to land to infringe on the rights of other landowners. DW1 produced the certificate of confirmation of grant as D. Exhibit No. (1)
42. DW1 termed the survey process as single-handedly done by the plaintiff without the involvement or participation of the other parties. DW1 insisted that P. Exhibit No. 1(a) was in tandem with the registered acreage of the land. DW1 was stood down for another survey to be carried out. Parties were also at liberty to engage private surveyors to accompany the county surveyor.



43. The record for 13/2/2024 shows that an amended plaint and an amended defence were filed. Parties were granted time to comply with Order 11 of the Civil Procedure Rules. The matter then proceeded after directions were issued on 3/3/2025 from where it had reached. Due to the amendments, the plaintiff's suit was reopened, the reason that he had to refer to the RIM and the mutation forms.
44. Upon recall of DW1, he relied on a witness statement dated 27/2/2024 and produced a copy of the rectified confirmation of grant dated 12/2/2020, copies of the three title deeds, ruling dated 8/12/2020, survey report dated 16/4/2020, and green card as D. Exhibits. No. 1, 2(a) and (b), 3, DMFI-4 and 5, and 6, respectively.
45. DW1 said that the three parcels of land initially belonged to the late Hebron Amunze, the father of the plaintiff's father and the 2<sup>nd</sup> defendant, the mother title being Block 3. DW1 said that the history of the three parcels of land, which is critical, is not captured in the surveyor's report.
46. DW1 said that there was never a boundary dispute at the time Block 3 was subdivided to create the three parcels of land. Though he could not verify if the problem arose during the said subdivision.
47. Jackson Angaine testified as DW2. He told the court that he was the owner of parcel No. 416, which he inherited from his late father; otherwise, the plaintiffs were out to disinherit him by claiming trespass onto his land. He termed the plaintiffs as the ones bringing confusion over the land.
48. Ben Wanyama Situma, an Assistant Land Surveyor No. 253, testified as DW3. He produced a report marked DMFI-5 as D. Exhibit No. (5). He admitted that the Google imagery map was not accompanied by a certificate of electronic evidence, nor could he tell when the image was produced or taken, its nature, or its characteristics.
49. DW3 said that his report, unlike that of DW2, was superior as it had shown who had encroached on which land. DW3 agreed with DW2 that there was a need to rectify the RIM since the ground measurements or boundaries did not tally with the RIM. DW3 admitted that his report had not attached his qualification details, as well as the annual survey licence.
50. After the close of the defence, the parties were directed to file and exchange written submissions by 15/9/2025. The defendants rely on written submissions dated 28/8/2025. It is submitted that Section 31 of the [Land Registration Act](#) outlaws any interference with a boundary feature without authorization by a Land Registrar.
51. In this case, it is submitted that the plaintiffs have failed to prove any such interference by way of oral or photographic evidence; otherwise, the survey reports dated 5/10/2022 did not refer to any such interference. Reliance is placed on In Kimani -vs- Company [2025] KEELC 872 KLR and Giella -vs- Cassman Brown & Co. Ltd [1973] 358.
52. On the amendment of the green card and RIM, the defendants submitted that the plaintiffs did not raise the objection while the late Hebron Amunze was alive, or during the succession cause; otherwise, the claim is caught by Section 7 of the [Limitation of Actions Act](#). The defendants submitted that the procedure for amending a RIM and green cards is provided under Sections 18 and 19 of the [Land Registration Act](#), vested with the Land Registrar. In this case, it is submitted that no such dispute was handled by the Land Registrar or a determination made to ascertain the fact, for the same eventually to go to the Director of Survey. Therefore, the defendants submit that the jurisdiction of this court is restricted by law. Reliance is placed on Samuel Macharia & Another -vs- Kenya Commercial Bank Ltd & Others [2012] eKLR.



53. The defendants submitted that the plaintiffs' parcel of land was never part of the defendants' parcels of land; the same were distinct and independently owned. Parties have co-existed for many years, and any changes thereof, in acreage and boundaries, will be prejudicial to them. Reliance is placed on *Ali Farah -vs- Moses Ole Nasisit & 9 others* [2016] eKLR.
54. The issues calling for the court's determination are:
1. Whether the plaintiffs have proved encroachment onto their parcel of land by the defendants.
  2. If the defendants are justified in resisting the implementation of the survey report, which recommended the realignment of the RIM and the ground boundaries.
  3. Whether the plaintiffs are entitled to the reliefs sought.
  4. What is the order as to costs?
55. A cause of action refers to acts on the part of the defendant that give the plaintiff a cause of action. See *D.T Dobie -vs- Muchina* [1980] eKLR. The cause of action giving rise to the plaintiffs' suit was captured in the further amended plaint dated 31/12/2023, filed on 23/1/2024. The plaintiffs say that they lodged a boundary dispute with the Land Registrar, who caused surveyors to visit the three parcels of land to ascertain the boundaries, which was done, and some remedial action was recommended, which the defendants have resisted its implementation.
56. The plaintiffs pray for a permanent injunction stopping the defendants from interfering with the fencing of the plaintiffs land as per the correct ground boundaries, an order for the Land Registrar to amend the green cards and RIM to reflect the correct ground situation with respect to the three parcels of land, sharing of the excess acreage as per the ratios proposed and the marking of the boundaries on the ground.
57. Trespass consists of acts done on someone's land without justification, consent, or approval. It relates to the violation of property rights through wrongful entry, or unjustified intrusion upon the land of another. See *John Kiragu Kimani -vs- Rural Electrification Authority* [2018] eKLR, and *KPLC -vs- Ringera* [2022] KECA 104 [KLR] (4<sup>th</sup> February 2022) (Judgment).
58. The plaintiff's case is that what is reflected on the ground does not tally with the acreage on the titles. They therefore invoked the powers of the Land Registrar in 2020, who visited the suit lands, prepared a report, whose implementation has been resisted by the defendants. Acreage in a title must tally with the ground.
59. Jurisdiction is everything, and without it, a court has to put down its tools. See *Motor Vessel Lilian "S" -vs- Caltex Oil (K) Ltd* [1989] eKLR.
60. In *Estate Sonrisa Ltd -vs- Samuel K. Macharia & Another* [2020] eKLR, the court said that under Sections 16-19 of the *Land Registration Act*, a Land Registrar is required to determine boundaries after giving parties to be affected a notice and in doing so, a Land Registrar relies on other relevant documents and the existing records as per Section 14(1) thereof. It is only after that that an aggrieved party would appeal to court under Sections 79 3(a), 80, 86, and 91 of the Act.
61. In *Samuel Wangu -vs- Attorney General & Others* [2007] eKLR, the court observed that a RIM is not an authority on boundaries and that where a dispute arises as to the position and location of a boundary, other than in the first registration, unless the boundary is fixed, a party has to move beyond the dispute, in line with the *Land Consolidation Act* and *Land Adjudication Act* through the Director of Surveys.



62. Again, in *Munyu Maina -vs- Hiram Gathiha Maina* [2013] eKLR, the court said that when a title is under challenge, a party must go beyond the title and produce documents showing the root of the title. The paper trial, as held in *Municipal Council of Eldoret -vs- Titus Gatitu Njau* [2020], is key. See *Ethuru -vs- Thikanyi & Others* [2023] KEELC 21254 [KLR] (1<sup>st</sup> November 2023) (Judgment).
63. In this suit, there was a dispute over the boundaries and acreages regarding the respective parcels of land. The plaintiffs visited the first port of call, and a survey report was prepared dated 5/10/2022 by Mr. Boaz Onduso, the County Surveyor, Trans Nzoia, and Mr. Ben Situma Wanyama, following a court order dated 5/7/2022.
64. Both reports are in agreement that there are discrepancies between the ground measurements and boundaries vis-à-vis what is on the RIM. Section 18(2) of the *Land Registration Act* forbids the court from dealing with a boundary dispute unless it has been determined in accordance with the Section. If the boundary is uncertain to determine, Section 19(3) thereof provides that it shall be done as per the *Survey Act* Cap 279.
65. In the reports, the County Land Surveyor made an analysis comparing the boundaries of the three parcels of land and pointed out the discrepancies. He made several conclusions as well as recommendations on the way forward. The report is conclusive that there is interference with the plaintiff's parcel of land. See *Simba -vs- Mathenge* ELC 14 of 2019 [2020] KEELC 3523 [KLR] (31<sup>st</sup> January 2024) (Judgment).
66. In *Azzuri Ltd -vs- Pink Properties Ltd* [2018] KECA 312 [KLR], the court said that the resolution of disputes in a general boundary area falls under Section 18 of the *Land Registration Act*. The court said the reference of the dispute to the Environment and Land Court is proscribed by statute. The court affirmed the findings by the trial court that the law recognizes the fact that the Registry Index Map (RIM) only indicates the approximate boundaries and the approximate situation of the ground; hence, it would be erroneous to rely solely on sheet numbers alone in determining the extent of encroachment.
67. In this suit, the Land Registrar exercised that power as per the reports before the court and established the boundaries before the suit was filed. The defendants did not appeal against the determination. Instead, they have resisted the implementation of the report. The boundary was retraced, demarcated, and fixed by the County Surveyor. However, the plaintiffs say that they have been stopped from erecting the fence as per the fixed boundary. No rival evidence has been produced that the determination by the Land Registrar is not the actual and legitimate boundary.
68. The defendants, on the other hand, maintain that they were not notified, did not participate, or were not involved in the establishment of the boundary, which, if implemented, will prejudice their pre-existing relationships, which the plaintiffs did not raise during the lifetime of the late grandfather and the initial owner of the land.
69. In *Mberia -vs- Mbui* Civil Appeal No. 102 of 2020 [2025] KECA 954 [KLR] (9<sup>th</sup> May 2025) (Judgment), the trial court had declined that it had no jurisdiction to disregard the Land Registrar's decision. The court had said that such a statutory power and its outcome cannot be disregarded.
70. The Court of Appeal agreed with the trial court's finding that the suit had been filed after the Land Registrar's verdict. In this suit, the defendants, in their amended defence dated 28/2/2024, insist on ignoring the boundary dispute resolution, the complaint, and the proceedings before the Land Registrar. They did not file a counterclaim or join the Land Registrar in this suit.
71. The court has looked at the letters issued to the parties by the Land Registrar through the area chief. The procedure provided under Sections 16-19 of the *Land Registration Act* was fully complied with.



There is no evidence that the Land Registrar did not rely on relevant documents and the existing records to resolve the dispute as per Section 14(1) thereof. Uncertainty as to the position of the boundary has not been raised by the defendants, and credible evidence led to that effect. The evidence by the Land Registrar was not challenged or shaken by the defendants. The rival report relied upon by the defendants was not made by an expert in the field who has the requisite qualifications and licenses.

72. The defendants have not invoked the jurisdiction of this court under Section 86 of the [Land Registration Act](#). They did not file any appeal or seek review of the Land Registrar's decision on time or at all. The upshot is that I find the plaintiffs entitled to the reliefs sought. Costs shall be to the plaintiffs.

73. Orders accordingly.

**JUDGMENT DATED, SIGNED, AND DELIVERED VIA MICROSOFT TEAMS/OPEN COURT AT KITALE ON THIS 8TH DAY OF OCTOBER 2025.**

In the presence of:

Court Assistant - Dennis

Imainata for Nyamu for the plaintiffs

1<sup>st</sup> defendant present

2<sup>nd</sup> defendant present

Plaintiffs present

**HON. C.K. NZILI**

**JUDGE, ELC KITALE.**

