

REPUBLIC OF KENYA
ENVIRONMENT AND LAND COURT AT MERU
ELC CASE NO E030 OF 2024 (OS)

IN THE MATTER OF AN APPLICATION FOR AN ORDER OF ADVERSE
POSSESSION

AND

IN THE MATTER OF LAND PARCEL NO.
ABOTHUGUCHI/KARIENE/3006

AND

IN THE MATTER OF LIMITATIONS OF ACTIONS ACT CAP 22 LAWS OF
KENYA

AND

IN THE MATTER OF CIVIL PROCEDURE RULES 2010

AND

IN THE MATTER OF LAND REGISTRATION ACT NO.3 OF 2012

AND

IN THE MATTER OF THE FAIR ADMINISTRATION ACTION ACT NO.4

OF

2015

AND

IN THE MATTER OF AN APPLICATION BY:-

PATRICK MWENDIA GIKUNDA-----
APPLICANT

VERSUS

JUDGMENT

1. What is before me is the originating summons dated the 31st October 2024 brought pursuant to the provisions of Section 38 of Limitation of Actions Act, Chapter 22 Laws of Kenya; Articles 10[2]. 24 and 159 of the Constitution 2010 and wherein the Plaintiff has sought the determination of the following questions;

- i. Whether the Applicant has been in an open, uninterrupted, open continuous, user-exclusive occupation and possession of 1 Acre of L.R. NO. ABOTHUGUCHI/KARIENE/3006 for more than 17 years.
- ii. That if the answer to the above is No, is to the positive, whether the same is adverse possession.
- iii. Whether the Honourable Court should cancel the title registered in the name of WILLIAM KINYUA M'RINGERA and cause the same property to be registered in the names of the Applicant.
- iv. Whether the applicant is entitled to a declaration of the ownership of 1Acre of L.R. NO. ABOTHUGUCHI/KARIENE/3006 and whether the court should declare so.
- v. That costs be provided for.

2. The originating summons is premised on the various grounds which have been enumerated in the body thereof. Furthermore, the originating summons is supported by the affidavit of Patrick Mwendia Gikunda [the Plaintiff] sworn on the 31st October 2024 and to which the deponent has annexed assorted documents inter-alia a copy of the sale agreement dated the 26th of January 2005; copy of the certificate of register of the suit property; and copies of photographs showing various trees and crops.
3. The Defendant filed a replying affidavit sworn on the 24th February 2025 and wherein same has denied the averments contained in the body of the originating summons. In particular, the deponent has averred that her late father, namely William Kinyua Ntoringera [now deceased] did not sell the suit property to the Plaintiff. In any event, it has been averred that the family of the deceased was never privy to the said sale. Moreover, the witness averred that same is the one who has been using the suit property from the year 2006/2007.
4. To this end, the deponent has posited that the Plaintiff has never been in occupation and possession of the suit property.
5. The originating summons under reference came up for directions on the 22nd January 2025 whereupon the parties agreed to canvass the originating summons by way of viva voce [oral evidence]. Furthermore, the parties agreed to have the originating summons and the supporting affidavit to be deemed as the plaint; while the replying affidavit was to be deemed as the statement of defence.

6. The court proceeded to and gave directions in line with the provisions of Order 37 Rule 16, 17 and 19 of the Civil Procedure Rules 2010. In particular, the court deemed the originating summons and the supporting affidavit as the plaint whilst the replying affidavit was deemed as the statement of defence. Furthermore, the court also directed that the originating summons shall proceed vide viva voce evidence.
7. The Plaintiff's case is premised on the evidence of four witnesses namely, Patrick Mwendia Gikunda; Andrew Ntogaiti; Phineas Mwenda and Beatrice Karambo. Same testified as PW1, PW2, PW3 and PW4, respectively.
8. It was the testimony of PW1 [Patrick Mwendia Gikunda] that same is the Plaintiff in respect of the instant matter. In addition, the witness averred that same is conversant with the facts of the case. Moreover, the witness adverted to a witness statement dated the 31st October 2024 and which witness statement the witness sought to adopt and rely on as his evidence in chief.
9. Suffice it to state that the witness statement under reference was duly adopted and constituted as the evidence in chief of the witness.
10. It was the further testimony of the witness that same has also filed a list and bundle of documents dated the 31st October 2024 and which documents the witness sought to adopt and produce as exhibits before the court. There being no objection to the production of the documents same were tendered and admitted as exhibits P1 to P8, respectively.

11. On cross examination by learned counsel for the Defendant the witness averred that same entered into and executed a sale agreement with one William Kinyua M'Toringera [now deceased] on the 26th January 2005. Furthermore, the witness averred that the agreement was reduced into writing and same was thereafter executed by both parties. In addition, the witness averred that same has tendered and produced the sale agreement before the court.

12. Whilst still under cross-examination, the witness averred that same has also tendered and produced a copy of the green card in respect of the suit property. The witness averred that entry number 4 at the foot of the green card shows that the suit property was registered in the name of the deceased on the 5th September 2005. In this regard, the witness conceded/admitted that the sale agreement appears to have been entered into long before the deceased became the registered owner of the suit property.

13. It was the further testimony of the witness that upon entering into the sale agreement, the vendor [now deceased] allowed him to enter upon and take possession of the suit property. Nevertheless, the witness testified that the vendor declined to transfer the suit property and as a result same [witness] lodged a caution to avert any sale of the suit property to a third party. In addition, the witness testified that same has mounted the subject suit to procure an order/declaration of adverse possession. Moreover, the witness testified that same has been in occupation of the suit property for more than 12 years.

14. The witness further testified that same has never been removed from the suit land. Moreover, the witness averred that same has planted assorted

crops and trees on the suit land. In particular, the witness testified that same has planted banana; and coffee trees. In any event, the witness testified that the coffee trees have been on the land for more than 20 years.

15.It was the further testimony of the witness that same takes the coffee berries to the factory. The witness added that same has a farmer's number and to this end the witness referenced number 14071. Nevertheless, the witness conceded that same has not tendered and or produced a copy of the farmers number before the court.

16.Whilst still under cross examination, the witness also admitted that same has not tendered any evidence before the court to demonstrate that he is a member of any coffee factory. Furthermore, the witness conceded that same has also not tendered any receipt to show delivery of coffee to the factory.

17.Moreover, the witness averred that the land in question has since been fenced. The witness averred that the land has been fenced by one Jamlek, who is the husband of the Defendant. in addition, the witness averred that the bananas; avocado and coffee trees which on the suit land were not planted by the Defendant.

18.It was the further testimony, that same has filed the suit in an endeavour to block the Defendant from entering onto the land. Nevertheless, the witness admitted that same was last on the land about 3 to 4 months ago.

19. On re-examination, the witness testified that there is a fence on the plot. Furthermore, the witness averred that the fence was erected by the husband of the Defendant. Besides, the witness posited that the fence was erected in the year 2025.
20. The second witness who testified on behalf of the Plaintiff was Andrew M’Gaiti. Same testified as PW2.
21. It was the testimony of PW2, that same is conversant with the facts of this matter. Moreover, the witness averred that same has since recorded a witness statement dated the 14th February 2025 and which witness statement the witness sought to adopt and rely on as his evidence in chief. Suffice it to state that the witness statement under reference was duly adopted and constituted as the evidence in chief of the witness.
22. On cross-examination, by learned counsel for the Defendant, the witness averred that same is conversant with the Plaintiff. In particular, the witness testified that the Plaintiff is married from his [witness] home. To this end, the witness averred that the plaintiff is a brother-in-law.
23. Whilst still under cross-examination, the witness testified that it is him [witness] who procured the land before the Plaintiff could purchase same. In addition, the witness averred that same was present when the sale agreement was entered into and executed by the parties. Nevertheless, the witness admitted that same did not sign the sale agreement as a witness.
24. It was the further testimony of the witness that the land in question is being occupied and used by the daughter of Kinyua [now deceased]. Nevertheless, the witness averred that same is not familiar with the name

of the daughter of Kinyua who is using the land. For good measure, the witness repeated that he does not know the name of the lady.

25. Additionally, the witness testified that same is aware that the Plaintiff bought some land for the vendor. The land in question was at Igembe. However, the witness admitted that same is not aware of the acreage of the land which the Plaintiff bought for the vendor at Igembe. Moreover, the witness testified that same has never been to the said land.

26. Whilst still under cross-examination, the witness testified that same does not know the size/acreage of the land in question. Furthermore, the witness conceded that he was not a witness during the purchase of the land at Igembe.

27. On re-examination by learned counsel for the plaintiff, the witness averred that the land in question is being used by the daughter of the vendor. The witness reiterated that the daughter of the vendor has been using the land since 2012.

28. It was the further testimony that the daughter of the vendor is the one who has been using the land. However, the witness averred that same is not familiar/knowledgeable of the name of the daughter of the vendor who is using the suit property.

29. The third witness who testified on behalf of the Plaintiff was Phineas Mwenda. Same testified as PW3.

30. It was the evidence of the witness that same is conversant with the facts of this matter. In addition, the witness averred that same has since

recorded and filed a witness statement dated the 4th February 2025 and which witness statement same sought to adopt and rely on as his evidence in chief. To this end, the witness statement was duly adopted and constituted as the evidence in chief of the witness.

31. On cross examination, by learned counsel for the Defendant, the witness averred that same was employed as a caretaker/gardener by the Plaintiff. In particular, the witness averred that same was employed in the year 2012.

32. The witness further testified that same planted assorted crops and trees on the land. The witness added that the crops/trees were planted in the year 2012 and same [witness] was employed to take care of the crops.

33. It was the further testimony of the witness that same worked for the Plaintiff until the year 2023 when he was stopped by the Plaintiff. In particular, the witness averred that same does not know who is working on the land now.

34. On the other hand, the witness testified that the Defendant herein came onto the land and destroyed cassava crops which have been planted thereon. Moreover, the witness averred that the Defendant was thereafter arrested by the police. Nevertheless, the witness stated that the chief, namely Timothy Mwathe was involved in settling the dispute between the Defendant and the Plaintiff.

35. On re-examination, the witness averred that same started working on the suit land in the year 2012 but stopped working in the year 2023. For good

measure, the witness posited that same was stopped by his employer; [the Plaintiff].

36. The fourth witness who testified on behalf of the Plaintiff was Beatrice Karagu. Same testified as PW4.

37. It was the testimony of the witness that same is conversant with the facts of this matter. In addition, the witness averred that same has since recorded and filed a witness statement dated the 14th February 2025 and which witness statement same sought to adopt and relied on as her evidence in chief. To this end, the witness statement under reference was adopted and constituted as the evidence in chief of the witness.

38. On cross examination, by learned counsel for the Defendant, the witness testified that same is a sister of the Plaintiff. moreover, the witness averred that same is before the court to assist the Plaintiff to rustle the land from the Defendant.

39. It was the further testimony of the witness that same was requested by the Plaintiff to assist on the land in the year 2023. In particular, the witness averred that the nature of assistant was to the effect that same was to get farm-hands [worker] to help in harvesting the coffee.

40. Whilst still under cross examination, the witness testified that same does not know the farmers number for the Plaintiff. moreover, the witness herein averred that same does not know who is in occupation of the suit property at the moment.

41. Additionally, it was the testimony of the witness that same has alluded to the Defendant destroying the cassava on the suit property. To this end, the witness added that the Defendant was indeed arrested and taken to the police station. Nevertheless, the witness averred that the issue was settled by the Plaintiff and the Defendant, when the Defendant paid monies on account of the cassava in question.

42. With the foregoing testimony, the Plaintiff's case was closed.

43. The Defendant's case is premise don the evidence of three witnesses, namely Joseline Gatwiri, Robert Gichuru M'Toringera and Isaac Gatomo Boi. Same testified as DW1, DW2 and DW3, respectively.

44. It was the testimony of DW1 [Joseline Gatwiri] that same is the Defendant in respect of the instant matter. In addition, the witness averred that same is conversant with the facts of the case. Moreover, the witness adverted to the replying affidavit sworn on the 24th February 2025 and which witness statement same sought to adopt as her evidence in chief.

45. Furthermore, the witness adverted to two sets of documents annexed to the replying affidavit, namely; certificate of death, of William Kinyua Mntoringera [deceased]; and copy of the green card of the suit property. The witness thereafter sought to tender and produce the named documents as exhibits before the court. There being no objection to the documents under reference were duly produced and exhibit D1 and D2.

46. On cross examination by learned counsel for the Plaintiff, the witness averred that the deceased was her farther. Furthermore, the witness averred that same grew up on the suit property. For good measure, the

witness testified that the deceased had erected a house on the suit property. Nevertheless, the witness conceded that same has not produced any evidence to show that there was a house on the suit property.

47. The witness has also averred that in her replying affidavit same has indicated that her uncles used to cultivate portions of the suit property in the year 2006. Moreover, the witness added that same was also cultivating a portion of the suit property from the year 2007. In addition, the witness testified that same has also referenced the coffee that was planted on the suit property by her husband and herself in the year 2021.

48. Whilst still under cross examination, the witness testified that the coffee that was planted on the suit property by herself and her husband are around 200 in number. However, the witness averred that the coffee trees have not matured and same have not been harvested.

49. Moreover, the witness averred that same has not been availed in farmers number because the coffee trees have not matured.

50. It was the further testimony of the witness that same does not know whether the Plaintiff herein entered into any transaction with the deceased. In any event, the witness testified that the deceased died and same was buried on the suit land.

51. The second witness who testified on behalf of the Defendant was Robert Gichuru M'Toringera. Same testified as DW2.

52. It was the testimony of the witness [DW2] that same is conversant with the facts of this matter. In addition, the witness averred that same has

since recorded a witness statement dated the 3rd February 2025 and which witness statement the witness sought to adopt and rely on as her evidence in chief. Suffice it to state that the witness statement was duly adopted and constituted as the evidence in chief.

53. On cross examination, by learned counsel for the Plaintiff, the witness testified that same is a brother of William Kinyua M'Toringera [now deceased]. Furthermore, the witness averred that the deceased died in the year 2018. In addition, the witness testified that the deceased was residing on the suit property.

54. Whilst still under cross examination, the witness testified that the Defendant herein was staying on the suit property. Moreover, the witness averred that the deceased had given him [the witness] a portion of the suit property to cultivate.

55. Additionally, the witness testified that the Defendant herein has been using the suit property since the year 2005. Moreover, the witness averred that the Defendant repaired the fence on the suit land. However, the witness conceded that he does not recall the year when the Defendant repaired the fence.

56. The next witness who testified on behalf of the defendant was Isaac Gatomo Mbui. Same testified as DW3.

57. It was the testimony of the witness that same is familiar with the facts of this case. In addition, the witness averred that same has since recorded and filed a witness statement dated the 3rd February 2025 and which witness statement the witness sought to adopt and relied on as his

evidence in chief. To this end, the witness statement dated the 3rd February 2025 was duly adopted and constituted as the evidence in chief of the witness.

58. It was the further testimony of the witness that same has also filed before the court three sets of letters dated the 25th September 2002; 27th February but the year is not clear and 17th July 2015 and which letters same sought to tender and placed before the court. There being no objection, the documents under reference were marked as exhibit D3, D4 and D5, respectively.

59. On cross examination, by learned counsel for the Plaintiff, the witness testified that same was previously the assistant chief of the area. To this end, the witness posited that same was conversant with the deceased and his brothers. In addition, the witness averred that the deceased had three brothers, including Robert Gichuru and Joseph Nyaki. Moreover, the witness averred that Joseph Nyaki was the eldest of the brothers.

60. It was the further testimony of the witness that the deceased had erected a temporary house on the suit property. In any event, the witness averred that the house on the suit property fell down and the witness went to stay with her uncle [DW3].

61. Additionally, the witness testified that the deceased died in the year 2018 and upon his death same was buried on the land belonging to DW2.

62. It was the further testimony of the witness that it is the Defendant who resides on the suit land. In addition, the witness averred that there is a fence that is standing on the suit property. For good measure, the witness

stated that the fence was repaired in the year 2022. Moreover, the witness testified that the fence was repaired by the Defendant.

63. With the foregoing testimony, the Defendant's case was duly closed.

64. Following the closure of the defence case, the advocates for the parties sought to file and exchange written submissions, to this end, the court issues directions pertaining to the filing and exchange of written submissions.

65. The Plaintiff filed written submissions dated the 14th August 2025 and wherein the Plaintiff has highlighted three key issues for consideration. The issues highlighted by the Plaintiff; whether the Plaintiff has met the threshold for grant of orders for adverse possession; whether the is entitled to one acre out of the suit property and who ought to bear the cost of the suit.

66. The Defendant filed written submissions dated the 30th August 2025 and wherein same has also highlighted three key issues. The issues highlighted by the Defendant are namely; whether the Plaintiff discharged his burden of proof that he has been in open, uninterrupted, continuous and exclusive possession of one acre of the suit property for a duration of the suit property for more than 17 years or otherwise; whether the Defendant's title to the suit property should be cancelled and same be registered in the name of the Plaintiff on the basis of adverse possession or otherwise; and who should bear the costs of the suit.

67. Having reviewed the originating summons and the supporting affidavit thereto; having reviewed the replying affidavit filed by the Defendant;

and having taken into account the evidence tendered; both oral and documentary and upon consideration of the written submissions filed by the parties, I come to the conclusion that the determination of the subject matter turns on one salutary issue; whether the Plaintiff has met and established the threshold to warrant a declaration of adverse possession in his favour or otherwise.

68. It is important to recall and reiterate that the burden of proving the various ingredient/element that underpin adverse possession laid on the shoulders of the Plaintiff. It is the Plaintiff who made the assertion that same entered into and executed a sale agreement with the deceased; that same was allowed entry onto the suit property; that same has remained in occupation of the suit property for a duration of over 17 years and that same has since acquired adverse possessory rights to and in respect of the suit property.

69. Having made the foregoing averments, it was incumbent upon the Plaintiff to tender and place before the court plausible, cogent, concrete evidence to demonstrate inter-alia exclusive occupation, possession and use of the suit property. In addition, it behoved the Plaintiff to demonstrate that his occupation, possession and use of the suit property was hostile to the interest of the deceased and by extension, the Defendant herein. For good measure, the Defendant herein is the legal administratrix of the estate of the deceased.

70. Has the Plaintiff established the requisite ingredients/elements underpinning the claim for adverse possession? To start with, thought the Plaintiff continues to contend that same has been in occupation, possession and use of the suit property, evidence abound that the Plaintiff

ceased to be in occupation and use of the suit property. It is common ground that the Plaintiff is not the one in possession and occupation of the suit property.

71. The Plaintiff herein filed the originating summons beforehand on the 31st October 2024. Contemporaneously, the Plaintiff filed a notice of motion application of even date. The notice of motion under reference was supported by an affidavit sworn by the Plaintiff. at paragraph 9 of the supporting affidavit, the Plaintiff deponed as follows;

“The Respondent has at now without any color of right trespassed on my land in my absence and is currently erecting wire fence around my parcel of land despite knowing the interests I have. [annexed and marked PMG-4[a to e] are bundle of photographs showing the same”

72. My understanding of the contents of paragraph 9 of the supporting affidavit under reference is to the effect that by the time the Plaintiff was mounting the originating summons beforehand, the Defendant had taken possession or better still re-entered onto the suit property. In particular, the Defendant had fenced the suit property and occupied same.

73. Moreover, what is apparent is that by the time the Plaintiff was filing the subject suit, the Defendant has asserted her rights to the suit property. Suffice it to posit, that a claim of adverse possession terminates the moment the registered owner of the suit property re-enters the property and asserts his/her rights thereto.

74. Simply put, the assertion of rights by the registered owner extinguishes a claim for adverse possession.

75. In the case of ***Githu v Ndeete [1993]eKLR***, the court of appeal expounded on the circumstances upon which adverse possession can be brought to an end. Instructively, the court highlighted that adverse possession can be terminated by the filing of a suit by the owner seeking to recover vacant possession; by admission/acknowledgement of the rights of the owner; or by the registered owner re-entering the land and asserting possessory rights thereto.

76. For coherence, the court stated thus;

Time ceases to run under the Limitation of Actions Act either when the owner asserts his right or when his right is admitted by the adverse possessor. Assertion of right occurs when the owner takes legal proceedings or makes an effective entry into the land; see Cheshire's Modern Law of Real Property, 11th edition at p 894. In my view the giving of notice to quit cannot be an effective assertion of right for the purpose of stopping the running of time under the Limitation of Actions Act. The appellant did not assert his right to the whole suit plot until he commenced suit No 1056 of 1976 on April 30, 1976.

77. Other than the contents of paragraph 9 of the supporting affidavit sworn on the 31st October 2024 wherein the Plaintiff acknowledged the re-entry and fencing of the land by the Defendant, it is also instructive to take cognizance of the evidence of the Plaintiff [PW1] whilst under cross

examination by learned counsel for the Defendant. same testified as hereunder;

“The land has been fenced. I do wish to state that the fence has been erected by one Jamlek. I do confirm that Jamlek is the husband of the Defendant. The fence was not erected to protect the crops of Jamlek. I filed the suit to block Joseline from entering onto the suit land. I was last on the land about 3 to 4 months ago”.

78. Suffice it to underscore that PW1 [the Plaintiff] was confirming and acknowledging cessation of occupation of the suit land by himself. Absent occupation/possession/use of the suit property, the claim for adverse possession dissipates.

79. First forward, the Plaintiff called Andrew M’Togaiti as his witness. The said witness testified as PW2. It is instructive to note that the witness under reference confirmed that the suit property has been under the custody of the Defendant and not otherwise.

80. Whilst under cross examination by learned counsel for the Defendant, the witness; PW2 testified thus;

“The land in question is approximately 1 kilometer from my home. The land is being occupied and used by the daughter of Kinyua. I am not aware of the name of the daughter of the vendor who is using the land. I don’t know her name”

81. Whilst under re-examination, PW2 is on record stating thus;

“The land is being used by the daughter of the vendor. The said daughter of the vendor has been using the land since 2012. I however, didn’t know her name. however, I do confirm that it is the daughter of the vendor who is using the land”.

82. Quite clearly both the Plaintiff and his own witness has confirmed that the Defendant is the one who has been using the property under reference. Moreover, the evidence of PW1 and PW2 as pertains to the usage of the suit property is corroborated by the evidence of DW2 and DW3. For good measure, DW2 and DW3 confirmed that it is the Defendant who has been using the suit property and not the Plaintiff.

83. To my mind, the Plaintiff’s claim to be declared as the owner of the suit property is premature; misconceived and legally untenable. I do agree with the submissions of learned counsel for the Defendant that the Plaintiff is being over ambitious in his expectation to be declared as the owner of the suit property vide prescription.

84. Before concluding on this issue, it is instructive to reiterate the succinct and apt exposition of the law in the case of ***Richard Wefwafwa Songoi v Benerd Munyifwa Songoi [2020]eKLR***, where the court of appeal stated as hereunder;

39. In Wambugu –v- Njuguna, (1983) KLR 173, this Court held that adverse possession contemplates two concepts: possession and discontinuance of possession. It was further held that the proper way of assessing proof of adverse possession is whether or not the title holder has been dispossessed or has discontinued his

possession for the statutory period, and not whether or not the claimant has proved that he or she has been in possession for the requisite number of years.

40. A person who claims adverse possession must inter alia show:

(a) on what date he came into possession.

(b) what was the nature of his possession?

(c) whether the fact of his possession was known to the other party.

(d) for how long his possession has continued and

(e) that the possession was open and undisturbed for the requisite 12 years.

85. Having found and held that the Plaintiff has failed to establish possession, occupation and use; it is futile to venture forward and interrogate the aspect of hostility of his actions to the right of the Defendant. suffice it to state that the conditions underpinning adverse possession must be sequentially surmounted. This is to say, if the claimant cannot demonstrate occupation possession and use then the other elements are rendered otiose. [See *Mtana Lewa vs Kahindi Ngala Mwangandi [2015]eKLR; Mate Gitabi vs Jane Kabubu Muga alia Jane Kaburu Muga & 3 Others [2017]eKLR and Kasuve vs Mwani Investment Lts & 4 Others [2004] 1KLR*, respectively].

FINAL DISPOSITION

86. Flowing from the foregoing analysis, it is evident that the Plaintiff's claim is premature, misconceived and otherwise legally untenable. For

good measure, the Plaintiff cannot expect a declaration of adverse possession yet same concede having ceased to be in occupation of the suit property.

87. In the upshot, the final orders that commend themselves to the court are as hereunder;

- i. The originating summons dated the 31st October 2024 be and is hereby dismissed.*
- ii. Costs of the suit be and are hereby awarded to the Defendant.*
- iii. The costs in terms of clause [ii] shall be agreed upon and in default same to be taxed in the conventional manner.*

88. It is so ordered.

**DATED, SIGNED AND DELIVERED AT MERU THIS 16TH DAY OF
OCTOBER 2025**

**OGUTTU MBOYA, FCI Arb
JUDGE**

In the presence of:

C/A Hussein/Mukami

Ms. Otieno A for the Plaintiff

Mr. Basilio Gitonga for the Defendant

