

REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT AT NAIVASHA

ELC LAND CASE NO. E028 OF 2024

IMIET SUPA INVESTMENTS LIMITED

(FORMERLY GOSHEN VENTURES LIMITED)

PLAINTIFF

VERSUS

JUSTICE MWANGI BURTON, MARGARET WANJUGU GICHUKE &

CONSOLATA WANJIRU MBOGO (Being sued as the Personal

Representatives of the Late BURTON MBOGO MWAI Alias MBOGO

MWAI).....1ST

DEFENDANT

RUTH MUTHONI MBOGO.....2ND

DEFENDANT

JUDGEMENT.

1. Vide a Complaint dated 10th July, 2024, the Plaintiffs herein sought for judgement against the Defendant for the following orders:

- i. A declaration that the suit properties were validly transferred to the Plaintiff by the 1st Defendant;
- ii. An order lifting the inhibitions lodged by 2nd Defendant on the suit properties;
- iii. In the alternative to (i) above, a declaration be and is hereby issued that the Plaintiff is entitled to a refund of the entire purchase price paid to the 1st Defendant.
- iv. Costs of the suit; and
- v. Interest on (iii) and (iv) above.

2. Briefly, pursuant to service of the Plaintiff's Complaint, the 1st Defendant filed their Statement of Defence dated 30th September, 2024 wherein she admitted that the sale of the properties to the Plaintiff was valid and legal. That the entire family, including the 2nd Defendant had agreed to the sale of the properties of the Estate of the late Burton Mbogo Mwai being No. LR Nos. Naivasha/Mwicingiri Block 4/1704, 1705, 1706, 1707, 1708 and 1709

(mirera) wherein the proceeds from the sale had been shared among all family members, including the 2nd Defendant.

3. That the 2nd Defendant's claims are hypocritical and a result of a separate family disagreement over a different piece of land being Nyandarua/South Kinangop/842, which was allocated through a balloting process and which she had challenged.
4. That indeed, it was wrong and immoral for the 2nd Defendant to receive the proceeds of the sale of the suit properties and later allege that the sale of the same was illegal and fraudulent.
5. They thus prayed for judgement to be entered in favor of the Plaintiff as sought in prayers (i) and (ii) and that costs of the suit to be paid by the 2nd Defendant.
6. The 2nd Defendant on the other hand vide her Statement of Defence dated 19th September 2025 denied the allegations contained in the Plaint putting the Plaintiff to strict proof stating that the sale of the properties to it was null and void. That she had been disinherited from her late father's estate because the 1st Defendant had illegally obtained the Confirmed Grant by concealing material facts and forging her signature. That she was not a party to the succession proceedings and therefore the transfer of the properties to the Plaintiff was irregular because the Grant used by the 1st Defendant was fraudulent.
7. She confirmed having placed an inhibition on the properties to prevent their transfer after learning about the confirmed Grant and her potential disinheritance. She thus sought declaratory orders that the properties herein were illegally transferred and for the 1st Defendant to cater for the legal costs.
8. Upon compliance with the pre-trial directions, the matter proceeded for hearing on the 26th May, 2025 wherein PW 1, Emma Waithera Nganga adopted her witness statement dated 2nd May 2025 and a list of documents dated 10th July 2024 as her evidence in chief before testifying that she was the Director of a Company Known as Imiet Supa which was previously known as Goshen Ventures Limited, the Plaintiff herein.

9. She explained that the original company was incorporated in on 13th September 2016 as per the Certificate of Incorporation she produced as Pf exh 1. That the company consisted of a group of five (5) ladies wherein the other directors and shareholders were; Hadija Mohamud Harsi, Mercy Wairimu Mwangi, Agnes Wanjiku Makoma and Bertha Wawera Mushira. She produced the Plaintiff's CR 12 as Pf exh 2.
10. That they had come to court to seek its wisdom and justice because in the year 2016, they had bought parcels of land No. LR Naivasha/Mwichiringiri Block 4/1704, 1705, 1706, 1707, 1708 and 1709 measuring 3 acres each and totaling to 18 acres, from 3 Administrators. That the said parcels of land had no encumbrances as per a search conducted on them at the Naivasha Land Registry on 31st May 2016, which searches she produced as Pf exh 3 (a-f) indicating that the proprietor was one Mbogo Mwai.
11. She testified that Mbogo Mwai was now deceased and that they had seen a Certificate of Confirmation of Grant dated 7th October 2014 that had been issued by the Nairobi High Court in Succession Cause No. 904 of 2006 to three (3) Administrators being; Justus Mwangi Burton, Margaret Wanjugu and Consolata Wanjiru Mbogo. She explained that the Grant had several properties including the ones they wanted to buy. She produced the said Certificate of Grant as Pf exh 4.
12. That after confirming all was in order, all the Directors of the Plaintiff had entered into a Sale Agreement dated 13th September 2016 for the sale of Naivasha/Mwichiringiri 1704 - 1709, each estimated to be 1.210 hectares, with the 3 Administrators of the deceased's estate (Mbogo Mwai) being Justus Mwangi Burton, Margaret and Consolata whose National identity Card were also annexed to the agreement. She produced the said sale agreement as Pf exh 5.
13. When she was rreferred to Pf exh 4, she confirmed that the beneficiaries of the properties herein were Justus, Margaret, Consolata and Burtnon Mbogo, Alice, Julieta Wanjira, Jenniffer Wambura, Eunice Wairimu, Mary Gathigia, Ruth Muthoni and Terry Wanjogo. That the agreement for sale had

been between them and the Administrators after they had consulted a lawyer who had advised them that the Administrators were the best people to deal with. That as further due diligence, they had been provided with the minutes of the family meeting held on the 8th May 2016 at Mama Kaniaru's home where the parties had discussed various issues with regards to the properties. That members who had been present were Justice, Alice, Consolata Wanjiru, Margaret, Julieta, Jeniffer, Burton Mbogo, Ruth, Jackson, Terry, (represented by her mother Consolata) Rose and that the said members were similar to those appearing in the Confirmation of Grant.

14. She stated the issue of the sale of the Naivasha land had been agreed upon where there had been a proposal that the same be sold for Kshs. 2,500,000/= per parcel. She confirmed that in the meeting, it had been noted that Ruth Muthoni (the 2nd Defendant herein) objected to the sale of her share of land, hence when they embarked on buying their land, they had left out land parcel No. 1710 as that which belonged to the said 2nd Defendant. She produced the Minutes dated 8th May 2016 as Pf exh 6.
15. That the total purchase price for the properties was Kshs.15,000,000/= wherein they had made the part payment of the purchase price of Kshs. 13,500,000/= on 18th October 2016 through the Co-operative bank via RTGS in the name of Justus, Consolata and Margaret. She produced the said RTGS as Pf exh 7.
16. Her response on being referred to Pf exh 5 was that the sale agreement had been between themselves and the administrators of the estate of Mbogo Mwai. That at that time, they had not registered their company hence they had paid in the purchase price in their names. That after the company was registered, they had resolved to transfer and register title numbers Naivasha/Mwichiringiri/1704 - 1907 in the name of Goshen Ventures Limited according to the Memorandum of Understanding dated 13th September 2016 herein produced as Pf exh 8.
17. Her evidence was that they had gone ahead to transfer the property from the Administrators to their company. She reiterated that they had registered the properties in their name where they had gone to the Naivasha Land

Board with members of the family herein above mentioned. That they had been given the consent to transact after which they had paid the balance of the purchase price. That they had also applied and paid for the Land Control Board (LCB) consent to transfer the suit properties which consent they had been granted on 15th September 2016. She produced the said consents as Pf exh 9 (a - h). That after this process alongside the resolutions, the land was registered to the Plaintiff.

18. That they had made an application for transfer dated 21st October 2016 and submitted the same wherein they had been and issued with a booking form from the land's office. That they had also been issued with a receipt dated 25th October 2016 having paid a sum of Kshs. 1,000/= for each parcel of land. She produced the Application for transfer and the receipts as Pf exh 10 (a -c). That the registration had been successful wherein they had been issued with the six (6) title deeds on 26th October 2016. She produced the copies of the said titles as Pf exh 11 (a-f).
19. That thereafter, the Registrar of companies had, vide a letter dated 21st June 2021 informed them that the name "Goshen Ventures" that they had submitted was double registration hence they needed to change the name. That they had then changed the name and registered the properties they had in the new name. That subsequently, the change had been effected on 21st June 2021 to "Imiet Supa Investments Limited" wherein they had been issued with a certificate of change of name dated 21st June 2021 which she produced as Pf exh 12.
20. That they had then sat as directors and resolved that they needed to transfer the properties that they had bought to their new name wherein through a letter of 25th August 2021 they had instructed their lawyers accordingly. She produced the said letter as Pf exh 13.
21. That thereafter, their Lawyers had informed them that a search on the properties had revealed an inhibition to the effect that no transaction was to be conducted on the land as the Grant was being challenged in court. That they were surprised. She produced the said searches for Naivasha/Mwicingiri Block 4/1704 - 1709 dated 16th September 2021 as

Pf exh 14 (a - f) which searches had showed the owner of the suit properties to be Goshen Ventures Limited as registered on 26th October 2016.

22. That subsequently, they had instructed their lawyers to peruse the probate court file and find out why the titles had inhibitions wherein they had been advised that the 2nd Defendant had sought to revoke the Grant of Letters of Administration vide the Application for revocation dated 20th February 2015. They were thus advised to file the instant suit.
23. That nonetheless, before they came to court, they had been joined in the High Court Succession Cause No. 904/2006 vide a Ruling dated 18th December 2023, where the 2nd Defendant sought to have the Grant revoked. She produced the ruling as Pf exh 15.
24. That they were now in court seeking declaratory orders that the properties herein had been legally transferred to them by the Administrators of the Estate of Mbogo Mwai, the 1st Defendant herein. She thus sought that the inhibition placed on their properties be lifted so that they could enjoy them. That in the alternative, they be refunded the full purchase price with interest as well as cost of the suit. That vide a resolution of 15th May 2024, herein produced as Pf exh 16, it been resolved that she files suit on behalf of the Company.
25. In cross-examination by the Counsel for the 1st Defendant, she confirmed that they had bought the parcels of land in the year 2016 with the involvement of Githua Njoroge Advocates. That they had conducted searches as part of due diligence, and that they had dealt with the Administrators of the estate of the deceased.
26. When she was referred to Pf exh 4, she confirmed that there had been eleven (11) beneficiaries during the family meeting where the 2nd Defendant had indicated that her shares should not be sold. That at the time of buying the land, they thus dealt with ten (10) beneficiaries because the 2nd Defendant's share had not been included.
27. She confirmed that the parcels of land were adjacent to each other and they had been informed that one (1) portion, that is No. 1710 was the 2nd Defendant's share which was not to be sold and was not been sold. That

they had found out about the inhibition in the year 2021.

28. Her response on being referred to Pf exh 14 was that the same showed “Grant being Challenged in Court” That after the search, they had instructed an Advocate to look at the court file. That the reason as to why they had sued the Administrators was because the 2nd Defendant was seeking to revoke the Grant which if allowed, they risked losing their property because it would mean that the sale had been invalid.
29. That whereas they were not aware of the status of the application, they sought to be left out of the family feud. Ashe confirmed that the family members had equal portions, wherein the 2nd Defendant’s land in Naivasha was intact and therefore she had no claim to their properties. She confirmed that the whole family had gone to Naivasha Land Board.
30. When she was cross-examination by the Counsel for the 2nd Defendant, she confirmed that their lawyers had carried out due diligence since they had gone to the land registry and had also been shown the Confirmed Grant dated the year 2014 thus there had been no reason to doubt the same. That she had also confirmed that the 1st Defendant was one of the Administrators wherein their identity cards and their pictures had been used to draw the agreements.
31. She maintained that when she carried out due diligence, there had been no inhibition when she conducted a search at the Lands Registry and neither had she come across revocation of the Grant, otherwise it would have been a different matter. She confirmed that the application for revocation of Grant had not been available to them.
32. When she was referred to Pf exh 6, she confirmed that the minutes bore no signatures, although the list of the members present showed that the 2nd Defendant had been present. That when they attended the Land Board, there were many relatives hence she could not tell if the 2nd Defendant was also present as she did not know her. She confirmed that the 2nd Defendant was not an administrator to the deceased’s estate as per the Grant that they had. She also confirmed that they had been given consent to transfer the property.

33. In reference to Pf exh 9, she confirmed that they were the Applicants and that the titles were issued after the consents had been given. That they as directors made a resolution to register the titles into the company. She also confirmed that they were the same Directors, who owned the company, as per the documents that had been provided in court.
34. That their lawyers did not tell them that the Grant had been irregularly acquired and that they were shocked that the inhibition had come years after they had bought the land. That the objector ought to have filed the inhibition way before they had bought the land. That they had asked their lawyers to reach out to the 2nd Defendant's lawyer to understand what was going on so that they could mediate over the matter. That whereas she did not know that the 2nd Defendant was disinherited, the said 2nd Defendant had not only been unfair but also cruel.
35. In re-examination she confirmed that she had been referred to the minutes of the family members which confirmed that the 2nd Defendant had been in attendance. That she had been shown the Land Control Board Consents which had been issued to them as individuals although the titles had been issued to the company because they were Directors and shareholders of the company and believed that they were doing the correct thing.
36. When she was examined by the court, she confirmed that whereas the land was undeveloped, they had marked the boundaries.

The Plaintiff thus closed its case.

37. The Defence case proceeded for hearing with the testimony of DW 1, Margaret Wanjugu Gichuki, who adopted her witness statement dated 2nd May 2025 as her evidence in chief and proceeded to testify that the case before court was in concerned properties that were registered to Burton Mbogo, her father who had passed away on 6th June 2005.
38. That they had filed High Court Nairobi Succession Cause No. 904 of 2006 after a long battle/dispute in the family that had taken 8 years. That in the said Succession Cause, the administrators were:
- i. Justus Mwangi Burton -their elder brother.

- ii. Consolata Wanjiru Mbogo - Wife to their father - their mother.
 - iii. Margaret Wanjugu Gichuki. (herself)
39. That before the letters of administration had been issued, they had several family meetings wherein there had been disputes and negotiations after which they had finally agreed on the mode of distribution of the deceased's property. She produced the Grant of letters of Administration and consent as Df exh 1 (a-b) and proceeded to testify that after the Letters of Administration had been issued, the Grant was confirmed and a Confirmation issued on 7th October 2014. She produced the Certificate of Confirmation as Df exh 2.
40. Her evidence was that the distribution of the deceased's estate had been done starting with trees, sheep and cows after they had had a family meeting and agreed to share the property equally. That in the minutes of one such meeting of the 2nd February 2014, they had balloted for the sheep.
41. That in a meeting held on 8th May 2016, which had been in relation to the sale of Naivasha Land Parcel No. Naivasha/Mwichiringiri Block 4/1704 - 1709, all the beneficiaries had been present, wherein it had been resolved that land parcel No. Naivasha/Mwichiringiri/1710 was not to be sold because one of the beneficiaries, the 2nd Defendant herein, her younger sister had expressed her wish that her portion should not be sold. She produced the minutes as Df exh 3 (a-b).
42. She testified that the instant case related to the said parcels of land in Naivasha. That in the meeting of 8th May 2016, there had also been discussion on another separate parcel of land being Naivasha Mwichiringiri Block 4/1742 which had been disposed of and where the 2nd Defendant had agreed to be given the proceeds out of the said sale. That the buyer of the said land parcel No. 1742 was one Chege.
43. She clarified that in relation to land parcel No. 1710, the 2nd Defendant was to get 1.9 acres, after a subdivision of the mother land comprising of 21 acres amongst 11 beneficiaries. She confirmed that Parcel No. 1710 was still intact and that she had its title. That the 2nd Defendant's interest was still

covered and that her portion of money from the sale of parcel No. 1742 was still in the Administrator's account. She explained that the 2nd Defendant had not been given the said money because she did not provide her bank account.

44. Her evidence was that after 10 beneficiaries had agreed to the sale of their shares of land in land parcel No. 1704 - 1709 had been sold to Goshen Ventures, the Plaintiff herein for Ksh 15,000,000/= wherein the 10 beneficiaries had each received their equal shares. That the 2nd Defendant had expressed her will for her share not to be sold thus they had set aside it aside.
45. That the estate was to be shared equally thus land parcel No. 1710 measuring 3 acres was still in the administrators' name as well as the other beneficiaries. That in the meeting, the 2nd Defendant was to avail the fee to subdivide the land which she did not. That there needn't be a restriction on the Plaintiff's land because the 10 beneficiaries had consented to selling their 6 parcels of land and land parcel No. 1710, which was the 2nd Defendant's share was intact and available to her and therefore the said restriction should be lifted so that the Plaintiff could have access to their land as they had paid everything and had no debt.
46. In cross-examination by the Counsel for the Plaintiff, she confirmed that whereas she was aware that the 2nd Defendant had filed an application for revocation of the Grant at Milimani High Court in the year 2015, yet the court had not made any determination and she did not know why as they had not received any notices from the court.
47. She further confirmed that the 2nd Defendant had been present in the meeting of 8th May 2016 where the sale of the six (6) suit properties had been discussed and where the 10 beneficiaries had agreed to the sale of the suit properties. That the interest of the 2nd Defendant in regard to the sale of the property had also been discussed wherein her portion consisting in parcel of land No. 1710 had been left intact.
48. That the Plaintiff was not a stranger to them since they had signed a sale agreement between the administrators and the Plaintiff wherein, they had

received the full payment of the sale. That all the 10 beneficiaries had attended the Land Control Board after which the Administrators had signed the transfer forms and all the documents for the sale of the said properties.

49. That apart from the 2nd Defendant, there was no other beneficiary objecting to the sale as they had all received their shares. That subsequently, the Plaintiff should not be brought into a family dispute.
50. In cross examination by the Counsel for the 2nd Defendant, she confirmed that the 2nd Defendant was her younger sister. That Mr. Gichuki, her husband had mediated/negotiated for the family dispute to end and that was how the the family was able to come together and start discussions on the sharing of the property. She confirmed that the said Mr. Gichuki was the proprietor of the legal firm that had negotiated/mediated in the dispute and that he had also filed the application for succession proceedings which had not been objected to by the 2nd Defendant.
51. That the 2nd Defendant had indeed been invited through a phone call just like other family members in what had begun as a family get-together. That she had no evidence as proof because she could not produce data of the phone call that had been made in the year 2013.
52. When she was referred to page 5 of Df exh 1(a), she confirmed that the 2nd Defendant had signed the consent alongside everybody else although she neither knew her signature nor her husband's signature. She also confirmed that although there had been allegations that they had forged the 2nd Defendant's signature where the matter had been reported to the DCI, after investigations, it had turned out not to be true.
53. That although the 2nd Defendant had participated in the succession matter, nevertheless, she had complained after confirmation of the Grant in the year 2013 and later went to court in the year 2015 to object and to seek revocation wherein the property was sold thereafter.
54. She confirmed that the 2nd Defendant was in the meeting of 8th May 2016 where parcel No. Naivasha/Mwichiringiri Block 4/1742 was discussed and where she had objected to the sale of her portion. That whereas the attendance had been noted, the family members did not sign the minutes.

That the 2nd Defendant was part of the process, and even okayed the sale wherein her share of the money was in the bank having declined to receive it despite them reaching out to her.

55. That the 2nd Defendant's land parcel No. 1710 was still available, and was in the 3 administrator's names and 8 others. She confirmed that they were 11 beneficiaries and that the title to land parcel No. 1710 was intact (shows the original title to the court) and had not been subdivided because the 2nd Defendant had not paid the survey fee.
56. That they could not access the money in the bank because one of the Administrators Justus Mwangi Burton was deceased, and the remaining parties had been unable to meet and formally substitute him due to the ongoing legal dispute. That she had discharged her responsibility in an open manner. That the property had been shared equally and the other 10 beneficiaries were not complaining. That the 2nd Defendant had not shown them any other better way of sharing the property thus they had found it fit to share the property equally.
57. In re-examination, she confirmed that when the Succession Cause was filed, her sister, the 2nd Defendant herein, did not object to her husband appearing in court. That Df exh 1(a) had been executed before an Advocate in the presence of the 2nd Defendant.
58. That when they sold the property to the Plaintiff, the document for revocation of grant had not been served although they were aware that the 2nd Defendant had contested. That however, there was no court order stopping the sale. She maintained that the 2nd Defendant had agreed to the sale and had attended the meeting of 8th May 2016 where they had discussed the sale of Naivasha properties.
59. When she was referred to paragraph 6 of the 2nd Defendant's witness statement, she confirmed that the said 2nd Defendant had attended the meeting where she had agreed to the sale of parcel No. 1742.
60. She explained that land parcel No. 1710 had not been sub-divided as they were waiting for the 2nd Defendant to give them the survey fee. She confirmed that the money in the bank belonged to the 2nd Defendant and

that they could not use it without her consent.

61. That she had not been unfair since the mode of distribution was clear thus it would be unkind to say that she was unfair. She confirmed that the other members had not objected. That they had not departed at all from the agreement that the property was to be shared equally among the 11 beneficiaries.

The 1st Defendant thus closed their case.

62. DW2, Ruth Muthoni Mbogo, the 2nd Defendant herein adopted her witness statement dated 19th September 2024 and then proceeded to testify that she was a daughter to the late Burton Mbogo. That her father had 3 wives wherein her mother was the 2nd wife who had two children, herself and Margaret who was older.

63. That she had been summoned by the Plaintiff because she had objected in court, in succession cause was No. 904/2006, that her father's land had been sold without consulting her wherein she had not been given her share. That all she wanted was her right as one of the beneficiaries. That she did not know the Plaintiff and neither had she sold anything to them.

64. When she was referred to Df exh 1(a) she refuted having signed the consent stating that the signature therein was not hers and that she never appeared in Advocate Gichuki's office and did not even know where the said office was located.

65. When she was referred to a schedule of distribution in Succession Cause No. 904/2006, she maintained that the signature therein was not hers. She produced the said Schedule as Df exh 4 and proceeded to testify that after she had noted that the signatures were not hers, she had reported the matter to the police because she did not have two signatures, wherein she had recorded a statement dated 28th April 2015 with the DCI in Nairobi. She produced the statement as Df exh 5. That she had opposed the administrators therein elected because she had not been involved and that was why she had filed an objection to the Grant.

66. That she did not agree with the sale of the land to Goshen Ventures, the Plaintiff herein. That whereas she had attended one meeting, she had not

been invited to the same but had just been passing by when she was informed that her people were in a meeting. That was when she had decided to join them because it was her home where she had found her family members sharing money. That she had then told the people that she would not sell her land and neither would she take the money because she did not want to sell her land. That at the time, she had already filed the objection to the Grant which case was ongoing.

67. That around 21st February 2015, she had found out that her family members had sub-divided the land and distributed it amongst themselves. That when she inquired about her share, they told her that she had created disturbance wherein they had called the police, she was arrested and arraigned at the Engineer Law Courts for causing disturbance. DW 1 had been the complainant.
68. That to date, she had not received her portion which they had distributed and built upon. In reference to parcel of land No. 1710, she testified that they had not asked her to pay the survey money neither had they told her anything and that was the reason why she had put a restriction on the suit land. That all she wanted was a share of her father's property.
69. In cross-examination by the Counsel for the Plaintiff, she testified that whereas she had filed an application for revocation of the Grant on a date that she could not remember but in the year 2015. That 10 years had now lapsed since the filing of the same but she did not know why her application had not been heard.
70. That it was when they had been asked to settle the matter, that the 1st Defendant had gone and sold the land. That whilst she was aware that the Plaintiff had sought to be joined to the Succession Cause in the year 2022, she did not know if they were joined. That whereas she had placed an inhibition because time had lapsed and she had not been given her share, she had now confirmed that her share was there although the same had not been given to her.
71. That she did not know why the Succession matter had not proceeded although at one time she had been called to court wherein she had

responded, but the others were absent. She maintained that she did not sign the consent for distribution and although she had been shown that the properties had been distributed equally, the same had not been done.

72. When she was referred to Df exh 2, she maintained that the signature therein was not hers. She stated that were her father's property divided and distributed equally, she would not have gone to court. She maintained that she had not been given anything.
73. On being referred to a meeting of 8th May 2016, that is Df exh 3, she confirmed that she had found the meeting ongoing. That whereas the minutes had stated the people who had been present, she did not know when the said meeting had started and that they would not have been talking about bank issues if the meeting had just begun.
74. She testified that she could not remember when she had placed the inhibition on the properties, and neither had she carried any documents to support her evidence that she had been arraigned in court. That on 28th April, 2015, she had reported to the DCIO on the forgery of her signature wherein to date, nobody had been arrested or arraigned in court.
75. That she did not want the money in the bank but a portion of land that was also equivalent to the same. That she was awaiting the other properties. That if she was given land, she would have no problem with the Plaintiffs. That whereas it was the administrators right to sell the land to the Plaintiff, she also had a right not to sell her share.
76. When she was cross-examined by the Counsel for the 1st Defendant, in reference to Df exh 1(a), she maintained that she did not sign the consent for distribution of her property and neither did she appear before the Counsel. That she did not know Mumanyi Advocate. That she had objected to the succession by filing an application for revocation of Grant in a year that she could not remember and since she did not think her siblings were serious, she did not serve them.
77. That whereas she had complained to the DCIO, to date, nobody had been arrested. That she had been arrested and taken to Nyandarua since she was ploughing the land in Naivasha where Margaret had built on and grazed

animals. That the portion of land in Nyandarua had trees, animals, and buildings and was to be divided with land that was vacant. She maintained that she had not been shown her portion.

78. When she was referred to Df exh 3(b), she reiterated that in relation to land parcel No. 1742, she had just stated that she did not want her land sold and maintained that if she was given her property, she would not have any problem. That out of the many properties sold, she had not received her share.

79. In re-examination, she stated that although her Counsel had sought for out of court settlement severally, Counsel to the other party had refused. That she had not stopped seeking for her right and she had placed the caution because she was not given her share nor any bill for the sub-division of plot No. 1710.

The Defence closed its case and parties were directed to file their written submissions.

80. The Plaintiff vide its submissions dated 30th June 2025 summarized the factual background of the matter as well as the evidence that had been adduced in court in detail before raising the following issues for determination:

- i. Whether the Plaintiff lawfully acquired the suit properties from the 1st Defendant, the administrators of the estate of the late Burton Mbogo Mwai.
- ii. Whether the sale of the suit properties was done with the knowledge and consent of all beneficiaries, particularly the 2nd Defendant.
- iii. Whether the registration of inhibitions by the 2nd Defendant against the suit properties was lawful and/or justified.
- iv. Whether the Plaintiff is entitled to the reliefs sought.

81. The Plaintiff's submission strongly argues that it is a bona fide purchaser and that the sale of the suit properties was lawful and valid, as the sale respected the 2nd Defendant's share.

82. On the first issue for determination, the Plaintiff asserted that it acquired

the properties legally, procedurally, and in good faith because the 1st Defendant (the seller) was acting under a valid and confirmed Grant of Letters of Administration issued by the High Court on 4th December 2013, and confirmed on 7th October 2014.

83. That as one of the legal representatives, the 1st Defendant had the legal authority to dispose of estate property as envisaged under Sections 79 and 82 of the Law of Succession Act.
84. That the Plaintiff had executed a valid Sale Agreement, paid the full purchase price of Kshs. 15,000,000/= (evidenced by RTGS forms), obtained Land Control Board consents, and was issued valid title deeds in its name.
85. That indeed the 2nd Defendant conceded in cross-examination that the other ten beneficiaries were entitled to dispose of their shares and that she had no objection to the Plaintiff's title, provided her own share was preserved.
86. That the Certificate of Confirmation of Grant had mandated equal distribution among the eleven beneficiaries as per the provisions of Section 40, Law of Succession Act, a mechanism the 2nd Defendant could not lawfully challenge.
87. On the second issue for determination, the Plaintiff submitted that the sale was conducted transparently and respected the 2nd Defendant's specific objection. That the 2nd Defendant was present at the meeting where she expressly objected to selling her share where one property, Naivasha/Mwichingiri Block 4/1710, was excluded from the sale, and a portion proportionate to her share was earmarked for her.
88. That the sale only involved the transferable interests of the willing beneficiaries and did not interfere with or dispose of the 2nd Defendant's share wherein in her testimony, she had confirmed that her desire for her share not to be sold had been honoured, thus she was not divested of any interest in the properties sold to the Plaintiff. That any remaining issues for the 2nd Defendant ought to be dealt with before the family or succession court.
89. On the third issue for determination, the Plaintiff's submission was that

the inhibitions placed on the suit land by the 2nd Defendant were unlawful, unjustified, and mala fide. That the 2nd Defendant filed an application for revocation of the Grant in the year 2015 but had failed to prosecute it for nearly a decade. That she had also taken no steps to obtain injunctive relief to halt the sale despite being aware of the ongoing transfer. That registering the inhibitions ex post facto (after the fact) was aimed at frustrating a valid transaction wherein her justification for the inhibition was contradicted by her own testimony that her share was not sold and she had no objection to the Plaintiff's ownership so long as her portion was given to her.

90. That the Plaintiff's title was protected by Section 25(1) of the Land Registration Act as prima facie evidence of ownership, unless the same was acquired through fraud or misrepresentation, which was not the case herein. That the 2nd Defendant's inhibition was thus not only unjustified, but had also endangered the Plaintiff's title that had been acquired in good faith, years before the inhibitions had been lodged. It was thus its submission that the inhibitions registered against the suit properties by the 2nd Defendant were abusive and should be lifted.
91. On the fourth issue for determination, the Plaintiff submitted that it had demonstrated through documentary and oral evidence that;
- i. It had lawfully acquired the properties pursuant to a valid confirmation of grant and lawful authority from the estate administrators.
 - ii. It had conducted thorough due diligence and acted in good faith.
 - iii. It had taken all legal steps in obtaining and perfecting title.
 - iv. It had respected the 2nd Defendant's rights, by preserving her share
 - v. The 2nd Defendant had not demonstrated any valid reason for inhibiting the titles or challenging the Plaintiff's ownership.
92. The Plaintiff's final prayer was for the court to lift the unfounded inhibitions and allow its suit, arguing that it should not be prejudiced by the beneficiaries' unresolved family differences so that it could enjoy the full

benefit of its investments.

93. The 1st Defendant's submissions on the other hand essentially support the Plaintiff's claim wherein she framed the entire dispute as a resolvable family feud that should not prejudice the Plaintiff.
94. While placing reliance on the provisions of Section 78(2) of the Land Registration Act and the decided case in **Nakuru ELC No. E051 of 2022 David Kipsang Sigei & Another -versus- Chief Land Registrar & Others** she submitted that it was clear that the sale of the suit properties to the Plaintiff had been done procedurally and validly pursuant an agreement in a family meeting wherein the 2nd Defendant attended.
95. That the 2nd Defendant's share of the inheritance of 1.9 acres was specifically earmarked from the remaining property, Land Title No. Naivasha/Mwichiringiri Block 4/1710 wherein the 1st Defendant, as an administrator, had confirmed that the 1.9-acre portion was still available and ready for subdivision and transfer, provided the 2nd Defendant paid the subdivision charges.
96. That indeed the 2nd Defendant had confirmed that she had no claim to the Plaintiff's properties, provided she received her rightful share of 1.9 acres from the remaining land. That it was unfortunate that the Plaintiff was caught up in an unfortunate family feud.
97. That the 1st Defendant had asserted that they were ready to give the 2nd Defendant all her entitlements, including the Nyandarua land, which was subdivided and awaiting the 2nd Defendant to pay for title processing fees. That the Nairobi properties were also intact and unsold, requiring only a family meeting to resolve any misunderstanding. The 1st Defendants hence sought that the Plaintiff's claim in prayers (a) and (b) of the Plaintiff be allowed and the 2nd Defendant bears the costs for applying for restrictions without justifiable cause.
98. Vide her written submissions dated 28th June, 2025, the 2nd Defendant sought that the court determines only one issue on the validity of the certificate of confirmation of grant, the sale agreement and the transfer of the suit parcels of land to the 1st Defendants.

99. That the Certificate of Confirmation of Grant that had been issued on 7th October 2024 had been irregularly obtained she not having consented to it nor signed the application for grant. That indeed, it was the 1st Defendant's testimony that the 2nd Defendant was not present in the family meeting held in December 2014 and on 28th March 2015. That the absence of her consent had undermined the legitimacy of the grant and the administrators' authority to transact estate property.
100. That as a beneficiary entitled to 2.1 acres of the 24 acres property, she had explicitly declined to have her share of the property sold, preferring to receive her share in form of land which position had been communicated to the Administrators prior to the purported sale. That nonetheless, the administrators had proceeded to obtain approval from the LCB and sold the property without the 2nd Defendant's consent or attendance at the LCB meeting. She placed reliance in the decided case **In Re estate of Isaac Kaburu Marete (Deceased) [2017] eKLR Meru Succession Cause No. 716 of 2011** to submit that any acquisition of land in violation of the Law of Succession was unlawful.
101. It was her submission that the transaction herein having been done in contravention of the provisions of the Law of Succession Act was unlawful and unenforceable wherein the purported buyers had acquired no rights whatsoever under those contracts of sale.
102. That indeed, her right to the 2.1 acre share of the estate was constitutionally protected under the provisions of Article 40(1) of the Constitution which guaranteed every person the right to acquire and own property of any description in any part of Kenya. That her express preference to receive her share in form of a parcel of land rather than monetary proceeds from a sale, was a lawful and legitimate exercise of the said right and should be respected as part of her entitlement as the beneficiary of the estate. She thus prayed that the Court declares that the confirmation of grant was irregular and the sale of land parcels Naivasha/Mwichiringiri Block 4/1704-1709 had been illegal, null and void and that the caveat will thus remain and that titles to those blocks must

revert to the estate.

103. It was her submission that pursuant to the overriding objective under the provisions of Section 3 of the Environment and Land Court Act, 2015 (2012) and Article 159 (2) (d) of the Constitution, the title of the Plaintiff in respect of the suit properties should be cancelled as envisaged under the provisions of Section 26(1) and 80(1) of the Land Registration Act, 2016 (2012). That in the alternative, should the court be so inclined to uphold the transfer of the suit properties, the administrators be ordered to convey and transfer Block 1710 (the portion designed for the 2nd Defendant) to her forthwith.

Determination.

104. I have considered the Plaintiff's prayers in the Plaint, the response by both the Defendants, the evidence adduced in court, the submissions therein after, the authorities cited and the applicable law. The core of the dispute revolves around the validity of the sale agreement dated 13th September 2016 in the sale of Naivasha/Mwichiringiri 1704 - 1709, each estimated to be 1.210 hectares, by the Administrators of the deceased's estate (Mbogo Mwai), to the Plaintiff herein wherein the 2nd Defendant had subsequently placed an inhibition on the said properties.

105. Whereas the Plaintiffs and the 1st Defendant (one of the Administrators to the deceased's estate) confirm that the sale was legal having been conducted after confirmation of the Grant to the Deceased's estate issued by the Nairobi High Court in Succession Cause No. 904 of 2006 and dated 7th October 2014. The 2nd Defendant's assertion on the other hand was that the sale and transfer of the properties to the Plaintiff was irregular because the Grant used by the 1st Defendant was fraudulent.

106. In summary, Emma Waithera Nganga, a Director of Imiet Supa (formerly Goshen Ventures Limited), testified that the company had purchased six land parcels being LR No. Naivasha/Mwichiringiri 1704-1709 all totalling 18 acres in Naivasha from the Administrators of the estate of the deceased Mbogo Mwai.

107. That prior to the transaction, they had carried out due diligence wherein they conducted a search in May 2016 which showed the deceased, Mbogo

Mwai, as the proprietor, and the land had no encumbrances. That they also inspected the Certificate of Confirmation of Grant dated 7th October 2014 which had three Administrators: Justus Mwangi Burton, Margaret Wanjugu, and Consolata Wanjiru Mbogo. That they consulted a lawyer who advised them to deal with the Administrators. That they had also received minutes of May 2016 where the family of the late Mbogo Mwai in a meeting attended by the 2nd Defendant, Ruth Muthoni, had agreed that the shares of the 10 beneficiaries to the suit land be sold and the proceeds shared equally after the 2nd Defendant had objected to the sale of her share.

108. That in September 2016, the Plaintiff's Directors entered into a Sale Agreement with the three Administrators for the sale and purchase of the suit lands for Kshs. 15,000,000/= wherein they had paid Kshs. 13,500,000 via RTGS in October 2016. That they had obtained Land Control Board (LCB) consent and successfully registered the titles in the company's name - Goshen Ventures Limited on 26th October 2016.

109. That due to double registration of the same name, in June 2021, the company had changed its name from Goshen Ventures to Imiet Supa Investments Limited. It was upon instructing their Counsel to transfer the titles to the new name in August 2021, and whistle having conducted a search in September 2021 that they had discovered that an inhibition had been placed on the titles, for reason that the Grant was being challenged in court.

110. That a subsequent perusal of the court file revealed that the 2nd Defendant had filed an Application for Revocation of the Grant in February 2015, before the sale but which inhibition had not reflected at the time of the purchase. That subsequently they sought to be joined to the Succession Cause in December 2023, which suit has not proceeded to date, and also filed the current suit. That they had acted in good faith, conducted due diligence, wherein the 2nd Defendant's parcel of land had been left out. That they were not party to the family's feud.

111. The 1st Defendant's evidence was provided by DW 1, Margaret Wanjugu Gichuki, one of the three Administrators of the estate of the deceased,

Burton Mbogo. Her testimony primarily aimed to demonstrate that the sale of the land parcels to the Plaintiff was valid and consensual among the selling beneficiaries, and that the 2nd Defendant's interest was protected and is still intact. That they had instituted Nairobi Succession Cause No. 904 of 2006 in relation to the estate of Burton Mbogo, who passed away in 2005. That three Administrators were appointed being Justus Mwangi Burton (elder brother), Consolata Wanjiru Mbogo (mother/wife), and Margaret Wanjugu Gichuki (herself) wherein the Grant of Letters of Administration had been confirmed on 7th October 2014 following family meetings where the beneficiaries agreed to share the property equally.

112. That in a family meeting of 8th May 2016 the sale of the Naivasha land LR No.1704-1709 was discussed where the 2nd Defendant Ruth Muthoni, who is her younger sister, objected to the sale of her share. Consequently, the family resolved that land parcel No. Naivasha/Mwichiringiri/1710, which represented her portion and which measured approximately 1.9 acres from a total 21 acres shared among 11 beneficiaries, be left out and not sold. The sale of the remaining six parcels No. 1704-1709 was based on the consent of the other ten beneficiaries.

113. That the 2nd Defendant's share being parcel No. 1710, was still intact and available to her as per the title she showed the court.

114. She also testified that the 2nd Defendant had her share of proceeds from another Sale in Naivasha parcel No.1742 which monies were in the bank and available and still being held in the Administrators' account because the 2nd Defendant had not provided her bank account details. Her testimony had been that there had been no need for a restriction or inhibition on the Plaintiff's six parcels of land comprised in LR No. Naivasha/Mwichiringiri 1704-1709 them having paid the full purchase price.

115. Lastly, Ruth Muthoni Mbogo, the 2nd Defendant's evidence was that she was a daughter of the late Burton Mbogo. That she had objected to the Succession Cause No. 904/2006 because the sale of her father's land, had been done without consulting her and she had not received her share. That she did not know the Plaintiff, had not sold anything to them.

116. She challenged the signature appearing on the consent document herein produced as Df exh 1(a) and the schedule of distribution, Df exh 4 in the Succession Cause, stating that they were not hers. That following the discovery of the forged signatures, she reported the matter to the DCI in Nairobi wherein she had recorded a statement on 28th April 2015. That she had filed an objection to the Grant of Letters of Administration because she was not involved in the election of the Administrators.
117. She admitted to having attended one family meeting, but only because she was passing by and was informed that her family was meeting. That upon joining the meeting, where family members were sharing money, she refused to sell her land and declined to take any money, stating that she did not want to sell her portion.
118. That around the 21st February 2015, after finding out her family members had subdivided and built on one of her father's properties in Nyandarua, she tried to inquire about her share where she had been arrested and arraigned at the Engineer Law Courts for causing Disturbance where DW 1 (Margaret Wanjugu Gichuki, was the complainant.
119. That to date she had not received any of her inheritance but regarding parcel No. 1710, the family had not asked her to pay the survey money or given her any information which was why she had placed the restriction (inhibition) on the suit land. That all she wanted was her rightful share of her father's property.
120. Having given a brief history of the matter in question. I find the issues that arise for my determination as follows;
- i. Whether the Plaintiff herein obtained legal titles to the suit parcels of land.
 - ii. Whether the inhibitions lodged by 2nd Defendant on the suit properties should be lifted.
121. There is no contention herein that parcels of land LR No. Naivasha/Mwichiringiri 1704-1709 belonged to the estate of the late Burton Mbogo who passed away in 2005.
122. It is also not in contention that pursuant to the passing away of Burton

Mbogo, there was succession proceedings filed in the Nairobi High court Succession Cause No. 904 of 2006 where Justus Mwangi Burton, Consolata Wanjiru Mbogo and Margaret Wanjugu Gichuki were appointed as Administrators to the estate. The Grant was confirmed on 7th October 2014 in which LR No. Naivasha/Mwichiringiri 1704-1709, which is the subject suit of this case, was to be distributed equally among the 11 heirs of the deceased.

123. It is further not in contention that in a family meeting held on the 8th May 2016 at Mama Kaniaru's home, all the 10 beneficiaries to the said parcels of land agreed to have their share sold wherein the 11th beneficiary, the 2nd Defendant herein objected to the sale of her share of land wherein her share in land parcel No. 1710 had been set aside for her.

124. It is also not contested that the Plaintiff sought to buy parcels of land No. Naivasha/Mwichiringiri 1704-1709 wherein on the 31st May 2016, they conducted due diligence in the land Registry where they had been provided with searches that indicated that the parcels of land were registered to Mbogo Mwai and had no encumbrances.

125. Lastly it is not in contention that on the 13th September 2016 the Directors of the Plaintiff entered into a Sale Agreement with the administrators of the deceased's estate for the sale of Naivasha/Mwichiringiri 1704-1709 whose beneficiaries had consented to its sale, for a sum of Ksh 15,000,000/=. The purchase price was paid and subsequently the consenting parties appeared before the Land Control Board, obtained the necessary consents on 15th September 2016. They applied for the transfer on 21st October 2016 wherein they received their six titles on the 26th October 2016.

126. That it had been when they wanted their properties transferred from "Goshen Ventures," there having been a double registration, to "Imiet Supa Investments Limited" and after having been issued with a certificate of change of name dated 21st June 2021, that they discovered vide a search dated 16th September 2021, that an inhibition had been placed on their parcels of land registered in the name of Goshen Ventures Limited, by the

2nd Defendant who had filed an application dated 20th February 2015 seeking to revoke the Grant issued in Nairobi High Court Succession Cause No. 904 of 2006 and which application had not been heard to date.

127. Indeed, the law is very clear on the position of a holder of a title deed in respect of land. Section 26(1) of the Land Registration Act provides as follows:

“The Certificate of Title issued by the Registrar upon registration, 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 the 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

b. Where the Certificate of Title has been acquired illegally un-procedurally or through a corrupt scheme’

128. As may be observed, the law is extremely protective of title and provides only two instances for the challenge of title. The first is where the title is obtained by fraud or misrepresentation to which the person must be proved to be a party. The second is where the certificate of title has been acquired illegally, un-procedurally or through a corrupt scheme.

129. The import of Section 26 (1)(b) of the Land Registration Act is to remove protection from an innocent purchaser or innocent title holder. It means that the title of an innocent person is impeachable so long as that title was obtained illegally, un-procedurally or through a corrupt scheme. The title holder need not have contributed to these vitiating factors. The purpose of Section 26 (1)(b) is to protect the real title holders from being deprived of their titles by subsequent transactions.

130. The Court of Appeal in the case of **Munyu Maina vs. Hiram Gathiha Maina [2013] eKLR**, had held as follows:

“We state that when a registered proprietor’s root of title is under challenge, it is not sufficient to dangle the instrument of title as proof of ownership. It is this instrument of title that is in challenge and the registered proprietor must go beyond the instrument and prove the legality of how he acquired the title and show that the acquisition was legal, formal and free from any encumbrances including any and all interests which need not be noted on the register.”

131. The Plaintiff’s title herein has been challenged on an account that the Grant in the Succession Cause was obtained fraudulently by the Administrators of the deceased’s estate and therefore the sale of the suit parcels of land to the Plaintiff was illegal.

132. It trite that fraud is a serious matter which must be proved to the required standard. In **Fanikiwa Limited & 3 others v Sirikwa Squatters Group & 17 others (Petition 32 (E036), 35 (E038) & 36 (E039) of 2022 (Consolidated)) [2023] KESC 105 (KLR) (15 December 2023) (Judgment)**, the Supreme Court had at paragraphs 81, 82 and 83 observed as follows:

“In the instant case, Sirikwa pleaded that the allocation and transfer of the suit parcels was tainted by fraud and lack of due process and was therefore illegal, null and void. The particulars of fraud were tabulated as refusal to transfer the suit parcels to Sirikwa notwithstanding official commitment by the government, trying to defeat and deprive Sirikwa of its right to the suit parcels, and endeavoring to illegally confer title to the suit parcels to other purported beneficiaries.

We are unconvinced that such vague particulars of fraud were proved to the required standard going by the absence of any serious attempt to table concrete evidence to prove the subject allegations to the required degree...”

133. The 2nd Defendant's allegation was that the Administrators to the deceased estate had forged her signature to both the consents and a schedule of distribution in Succession Cause No. 904/2006, wherein she had reported the matter to the police. There had been however no evidence adduced confirming her allegation to the effect that indeed the said signatures had been forgeries nor any evidence that the Administrators had been charged in a court of law on the basis of her allegations. Further, there had been no proceedings or a court order resulting from the application filed in the succession proceedings herein evidencing that the Grant had been revoked on account of the allegations herein brought forth by the 2nd Defendant.

134. In the case of **Demutila Nanyama Pururmu v Salim Mohamed Salim [2021] eKLR [2021] KECA 595 (KLR)**, the Court of Appeal at paragraphs 21, 22, 23 and 26 held as follows:

"The onus was therefore on the appellant who sought to rely on fraud on the part of the respondent and alleged forgery on his documents to prove to the court that she did not sign any of the documents relied upon by the respondent in support of his case..."

We have perused the said documents and considered the contents afresh as we are enjoined by law to do. These documents bear the signatures and official rubber stamps of the government officers who made them. We note further that the copies presented to Court were certified copies as required by law...

As the appellant was the one claiming that the documents were forgeries, the burden was on her to prove that the documents were not authentic government documents as claimed by the respondent...

That the burden of proof was on the appellant to prove her case is not in doubt. From the sum total of the evidence, it is clear that the appellant's lone evidence fell too short of

establishing fraud on the part of the respondent.”

135. There having been no evidence that the Grant in the succession cause was revoked, it is trite therefore that once a grant was confirmed, in our case on the 7th October 2014, the administrator(s) proceeded, by consent, to sell LR No. Naivasha/Mwichiringiri Block 4/1704-1709 wherein the proceeds were equally distributed to the beneficiaries in the manner approved by the Court, the Plaintiff herein had acquired the suit parcels of land legally.

136. There is no contest that No. Naivasha/Mwichiringiri/1710 was set aside for the 2nd Defendant, who sought for her share not to be sold. In this regard therefore and having found no evidence placed before me depicting that the Plaintiffs titles to LR No. Naivasha/Mwichiringiri Block 4/1704-1709 were obtained in any manner as envisaged in Section 26 (1)(a) and (b) of the Land Registration Act, the next issue that I need to determine is whether the inhibition placed on the said parcels of land thereafter should be removed.

137. Section 76(1) of the Land Registration Act provides that: -

“(1) For the prevention of any fraud or improper dealing or for any other sufficient cause, the Registrar may, either with or without the application of any person interested in the land, lease or charge, and after directing such inquiries to be made and notices to be served and hearing such persons as the Registrar considers fit, make an order (hereinafter referred to as a restriction) prohibiting or restricting dealings with any particular land, lease or charge.”

138. It is therefore clear that restrictions are placed on a parcel of land for purposes of prevention of fraud or improper dealing, however in this case there having been no fraud or improper dealing with the suit parcels of land disclosed, and therefore keeping in mind that Section 24 (a) of the Land Registration Act stipulates that 'the registration of a person as a proprietor of land shall vest in that person the absolute ownership of that land together with all rights and privileges belonging or appurtenant thereto and having found that the Plaintiffs herein acquired their titles legally, and

further pursuant to the provisions of Section 78 of the Land Registration Act that the court may order a restriction placed on the land to be removed and or varied, I find that the Plaintiff and the 1st Defendant herein have given me a cognate historical background to the acquisition of the titles to LR No Naivasha/Mwichiringiri Block 4/1704-1709 which is as good as the title itself for this reason, it is in this regard that;

- i. Judgement is herein entered for the Plaintiffs against the Defendants for the following orders:
- ii. It is herein declared that the suit properties LR No Naivasha/Mwichiringiri Block 4/1704-1709 were validly transferred to the Plaintiff by the 1st Defendant;
- iii. The land Registrar shall within 30 days from the date of delivery of this Judgement, remove the inhibitions lodged by 2nd Defendant on the suit properties.
- iv. The 2nd Defendant shall bear costs of the suit.

It is so ordered.

Dated and delivered via Microsoft Teams at Naivasha this 9th day of October 2025.



M.C. OUNDO

ENVIRONMENT & LAND - JUDGE