

REPUBLIC OF KENYA

IN THE ENVIRONMENT AND LAND COURT OF KENYA

AT KAPSABET

ELCLC NO. E022 OF 2025

FLORENCE

JEPKOSGEI.....1ST

PLAINTIFF

ROBERT KIPROP.....2ND

PLAINTIFF

MERCY JELAGAT.....3RD

PLAINTIFF

GEOFFREY KIPTOO.....4TH

PLAINTIFF

-VERSUS-

JOHNSON KIPROTICH MAIYO.....1ST

DEFENDANT

WILLIAM KIPNGETICH MAIYO.....2ND

DEFENDANT

JUDGMENT

1. The four plaintiffs through Cheruiyot, Melly and Associates instituted this suit by way of a plaint dated 20th August 2025 against the two defendants for the orders infra;

a) The Plaintiff's claim against the Defendant is for a declaration that the Plaintiffs are the lawful owners of whole of land parcel number NANDI/KIPSIGAK/2109 (The suit land herein) registered in the Defendants name.

b) An order discharging the Defendant trust relationship over the suit land with a consequence of vesting the same to the Plaintiffs

c) An order compelling the Defendants to execute all the requisite transfer documents in favour of the Plaintiffs in respect of whole of the suit land, in default, the Court Administrator be at liberty to execute the same.

d) Costs

e) Any other relief that this Honourable Court deem fit and just to grant.

2. Simultaneous with the plaint, the plaintiffs filed an application by way of a Notice of motion of even date for,

inter alia, a temporary injunction against the defendants/respondents over the suit land.

3. The application duly served, is set for inter-partes hearing today further to the directions of the court given on 29th August 2025.
4. The defendants are represented by Rotich, Langat and Company Advocates herein.
5. It is noteworthy that the parties have compromised the suit in entirety by their consent dated 7th October 2025 herein on the following terms;

‘(a) That the suit land parcel LR. No. NANDI/KIPSIGAK/2109 be and is hereby vested on the Plaintiffs namely Florence Jepkosgei, Robert Kiprop, Mercy Jelagat and Geoffrey Kiptoo and a certificate of title be issued in their names.

b) That no orders as to costs.’

6. On that score, the issues for determination including ownership of the suit land as captured in the plaint crystallize to whether the consent be adopted as judgment of this court accordingly.
7. In the case of **Geoffrey M Asanyo & 3 others-vs-Attorney General (2018) eKLR**, the Supreme Court of

the Republic of Kenya held that litigants should not be denied an opportunity to explore Alternative Disputes Resolution (ADR) under Article 159 (2) (c) of the Constitution of Kenya 2010.

8. Furthermore, the Court observed that the parties had consented to settle their dispute in light of Article 159 (2) (c) (Supra). That therefore, the court reserved no right to deny them their free will consent to settle their dispute.
9. In the instant suit, the parties are hereby applauded for their free will consent to settle their dispute as provided for under Article 159 (b) (c) and (e) (supra) for the ends of justice.
10. A fortiori, judgment be and is hereby entered in favour of the plaintiffs in consonant with the terms of the consent dated 7th October 2025 as stated in paragraph 5 (a) and (b) hereinabove.
11. It is so ordered.

DATED and **DELIVERED** at **KAPSABET** this **7th** day of **OCTOBER 2025.**

HON. G M A ONGONDO

JUDGE

In the presence of

1. Mr Serem learned counsel for the Plaintiffs/Applicants
2. Mr Choge learned Counsel for the Defendants/Respondents
3. Walter, Court Assistant