

REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT
AT KAPSABET
ELCLC NO. E001 OF 2023

HENRY KIPLAGAT MAIYO.....1ST

PLAINTIFF

JOHN KIRWA.....2ND

PLAINTIFF

-VERSUS-

REMMY KIPKOECH ARAP SANG.....

DEFENDANT

JUDGMENT

1. The instant suit was commenced by the plaintiffs through Duncan Tallam and Company Advocates by way of a plaint (Fast Track) dated 5th July 2023 for, inter alia, sub division and transfer of a portion measuring 20 acres out of land parcel number NANDI/NDUBENETI/476, the suit land.
2. In the statement of defence dated 5th December 2023, the Defendant who appears in person and formerly

represented by Koech-Lelei and Company Advocates stated in part, that the Plaintiffs are not entitled to any part of land comprised in the suit land.

3. Mr. D Tallam learned counsel for the plaintiffs has implored the court to adopt the consent in form of the memorandum of understanding duly signed by the Plaintiffs and the defendant as judgment herein.

4. The consent reads;

'This memorandum of understanding made this 2nd September, 2024 BETWEEN

Remy Kipkoech Sand ID No. 6859741 of P. O. Box 980 - 30100, Eldoret of the one part

AND

Henry Kiplagat Maiyo and John Kiptum Kirwa both of P. O. Box 596 - 30300, Kapsabet of the other part.

WHEREAS

the parties herein have a common interest over land parcel number NANDI/NDUBENETI/476 which is currently under dispute at Kapsabet Environment and Land Court being ELCLC case No. E001 of 2023 where all the parties herein are involved.

AND WHEREAS

the parties have mutually agreed to settle the matter pending in Court and have reached a consensus of withdrawing the matter upon recording of this mutual agreement.

IT IS HEREBY AGREED AS FOLLOWS; -

- 1. That the parties herein have mutually agreed to have the issues pertaining land parcel number NANDI/NDUBENETI/476 settled amicably once and for all.*
- 2. That a total of eight point five acres (8.5) out of land parcel number NANDI/NDUBENETI/476 are entitled to one Henry Kiplagat Maiyo*
- 3. That Remy Kipkoech Sang to pay Kshs 500,000/- (Kenya shillings give Hundred thousand only) to one John Kiptum Kirwa*
- 4. That the parties herein have now settled the matter pertaining to land parcel number NANDI/NDUBENETI/476 have now been settled as per paragraph 2 and 3 above.*
- 5. That the case number ELCLC E001 of 2023 at Kapsabet Environment and Land Court be withdrawn with no orders as to costs.'*

5. So, the issues for determination which relate to entitlement of a portion of the suit land as stated in the pleadings, are summed up to whether the said memorandum of understanding be adopted as judgment in this suit.
6. Indeed, the defendant affirmed all the contents of the memorandum of understanding/consent.
7. The court has evaluated the legality and clarity of the consent; see **Geoffrey M Asanyo & 3 others-vs-Attorney General (2020) eKLR.**
8. In the foregone, the entire memorandum of understanding between the parties is legally and clearly attractive for judgment to be entered accordingly.
9. The parties are applauded for having amicably settled their dispute pursuant to **Article 159 (2) (c) of the Constitution of Kenya 2010.**
10. Thus, judgment is hereby entered in terms of the memorandum of understanding as set out in paragraph 4 hereinabove.
11. It is so ordered.

DATED and **DELIVERED** at **KAPSABET** this **15th**
OCTOBER 2025

G M A ONGONDO

JUDGE

In the presence of;

1. Mr. D Tallam learned counsel for the Plaintiffs
2. The Defendant in person
3. Walter, Court Assistant