



**Mbita v Barasa & 15 others (Environment and Land Case
4 of 2023) [2025] KEELC 6783 (KLR) (8 October 2025) (Ruling)**

Neutral citation: [2025] KEELC 6783 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT KITALE
ENVIRONMENT AND LAND CASE 4 OF 2023**

CK NZILI, J

OCTOBER 8, 2025

BETWEEN

REUBEN FWAMBA MBITA PLAINTIFF

AND

HENRY SHIKUKU BARASA 1ST DEFENDANT

JOASH CHIMUGE WASWA 2ND DEFENDANT

JOHN NYONGESA NGEYWA 3RD DEFENDANT

JEREMY LABORDE 4TH DEFENDANT

FRANCIS MUTIMBIA 5TH DEFENDANT

DOMINIC KHISA 6TH DEFENDANT

ISAAC WANJOGU 7TH DEFENDANT

MAURICE WANYONYO 8TH DEFENDANT

LUCHENDO WANYONYI 9TH DEFENDANT

EVANS ILUNDU 10TH DEFENDANT

FRANCIS SIMIYU 11TH DEFENDANT

WYCLIFFE MUKANDA 12TH DEFENDANT

JOSEPH WAFULA 13TH DEFENDANT

VICTORIA MBOLOLE 14TH DEFENDANT

MATISI OUTREACH CHURCH 15TH DEFENDANT

KENYA GOOD NEWS OUTREACH CHURCHES 16TH DEFENDANT



RULING

1. The 4th - 14th defendants by an application dated 27/5/2025 seek:
 1. ...spent
 2. ...spent.
 3. The plaintiff, 1st, to 3rd respondents be restrained from evicting, destroying, removing, and or misappropriation assets in the mission house pending hearing of the main suit.
 4. ...spent.
 5. The respondents' missionaries be allowed to remain in the mission house pending hearing and determination of the main suit.
 6. The OCS Matisi Police Station to ensure compliance.
2. The grounds of the application are set out on the face and in a supporting affidavit and further affidavits sworn on 27/5/2025 by Francis Mutimbia, and a certificate of electronic record sworn by Dominic Wanyonyi Khisa on 27/5/2025.
3. The applicants depose that the 1st - 3rd defendants/respondents are in the process of evicting them from L.R. No. Kiminini/Kinyoro/Block 3(Matisi)/19, unlawfully, after breaking into the mission house, with a view to demolishing it, and destroying valuable items belonging to the 4th defendant and other visiting missionaries.
4. The applicants state that the plaintiff/respondent, 1st and 2nd defendants/respondents have misapplied the judgment from the High Court, a copy attached to the affidavit as annexure FM-(1). The applicants depose that the mission house stands on a piece of land which does not belong to the 1st to 3rd defendants, but which is currently owned by the plaintiff, hence the impugned judgment is being abused and unless the respondents are restrained, there will be a trail of lawlessness.
5. The applicants depose that while using the judgment, the respondents have literally unlawfully evicted the 6th applicant from the mission house, chased away the security guard in charge of the mission, before breaking into it to loot the missionaries' valuables as per the attached photos marked FM-(2).
6. The applicants depose that the Kenya Good News Outreach has a provision for missionaries and or international representation since time immemorial, as per the attached copy of by-laws marked FM-(3). In this case, the deponent states that the 4th applicant, who is an apostle, and his late mother have lived in the mission house since 2007, and have valuables and properties therein, now being progressively looted by the respondents as per the attached photos marked FM-(4).
7. The applicants depose that, worse still, the respondents have irregularly signed off on L.R. No. Kiminini/Kinyoro/Block 3(Matisi)/19, on which the mission house stands, to the plaintiff without their knowledge or consent of the church members, hence, they are wrongfully misapplying the impugned judgment as per the consent decree and an official search marked as annexure FM-4(a) and (b).
8. The applicants depose that the registered owner of the land upon which the church and the mission house stand is the plaintiff, which the church members have challenged in this court; hence, the actions of the respondents to purport to break in and evict them are illegal.



9. The applicants depose that the impugned judgment should not be used to interfere with or affect the current suit, to sanitize the alleged eviction or demolition without due process.
10. The application is opposed through a replying affidavit of Henry Shukuku Barasa, sworn on his behalf and that of the 2nd and 3rd defendants/respondents on 11/7/2025. It is deposed that the High Court, in its judgment of 30/4/2025 in Kitale HCCCA No. E005 of 2024, found and held that Eliud Sirengo, the 3rd defendant, and Wilson Korir Julius are the lawful leaders of the Kenya Good News Outreach Churches, after dismissing the appeal that had been brought by the 4th, 5th, 6th, 7th, and 14th defendants. The judgment and order dated 9/5/2025 are attached as annexure marked HSB-(1) and (2).
11. The 1st, 2nd, and 3rd defendants/respondents depose that pursuant to the orders thereof, the status quo that existed before the filing of Kitale CMCC No. 261 of 2023 was the one to be maintained.
12. The 1st, 2nd, and 3rd defendants/respondents depose that the applicants herein forcefully threw them out of the leadership and from the church offices before filing the suit against them, and that their application to be recognized as the lawful leaders was at the lower court refused, prompting them to file the appeal, which was dismissed, hence confirming the lower court determination.
13. Further, the 1st, 2nd, and 3rd defendants depose that the applicants have also framed the 1st defendant in a criminal case, Kitale CMC Criminal No. E992 of 2023, where he was also acquitted on 21/3/2024 by a judgment attached as annexure HSB-(3). The 1st, 2nd, and 3rd defendants/respondents depose that after the ruling in the appeal, they simply moved into the church premises and offices as the lawful leaders of the church, hence the applicants are being uneconomical with the truth, have concealed material facts, otherwise, there was no threatened eviction, demolition and or removal of assets from the mission house, in the circumstances of lawful leaders taking over or moving in pursuant to a court judgment.
14. Further, the 1st, 2nd, and 3rd defendants/respondents depose that the applicants should have approached the High Court that had issued the orders on 30/4/2025 rather than coming to this court and withholding material facts from it.
15. The 1st, 2nd, and 3rd defendants/respondents depose that the application is not premised on any counterclaim, it lacks merit, more so since the plaintiff/respondent has already withdrawn the suit, making the orders sought untenable.
16. In a further supporting affidavit by Francis Mutimbia, sworn on 4/7/2025, on behalf of the 12 applicants, pursuant to leave granted on 17/6/2025, the applicants reiterated that the 1st - 3rd defendants/respondents indeed stormed into the mission headquarters on 2/5/2025 and chased away the missionaries out of the compound, leaving the house locked as per annexures marked FM-(1).
17. It is deposed that after the missionaries were removed on 3/5/2025, the 1st - 3rd defendants/respondents moved into the house, and ordered red Hot Security Company guarding the property on the strength of the High Court Order to vacate the suit premises, leaving the valuable unattended, as per photos marked FM-(2), showing the missionary pastor being commanded out of the house.
18. The applicants depose that on 13/5/2025, the 1st defendant/respondent, in the company of others, led the breaking-in operations into the mission house headquarters, whose acts were reported at Matisi police station as per photos of broken doors and OB marked FM-3(a) and (b).
19. It is deposed that on 7/6/2025 the lead apostle arrived who with the assistance of the police was able to access the mission headquarter as per OB attached as marked FM(4), who had lived in the house with his late mother since 2017, and whose valuable items of great value were looted or stolen from the mission house as per a list attached as annexure FM-(5).



20. The applicants depose that after the inventory was taken by the police, it was established that some items were carried away by the respondents, who ensured that the CCTV cameras were either destroyed or inverted to ensure that they were not captured by the surveillance cameras as per the attached photos marked FM-6(a) and (b).
21. The applicants depose that while the suit is pending, the respondents and in particular the plaintiff/respondent have transferred the land to himself and are now busy fencing it off as per photos annexed as FM-(7) with an intention to sell it. The applicants depose that the consent judgment attached was fraudulently procured, hence all its consequential actions are of no effect.
22. The respondents insist that the decision still stands, and it is the plaintiff with his friends, the 1st -- 3rd defendants/respondents, who brought the suit in personal capacities without disclosing that they were acting on behalf of the 16th defendant, which is a membership society.
23. The applicants depose that they have made full disclosure to this court that during the adoption of the consent, the land belonged to the church.
24. The applicants depose that the main suit over the church leadership is yet to be heard on merits; the appeal was only regarding an interlocutory application, which the respondents are now purporting to execute in cahoots to defraud the members of the Kenya Good News Church of its property. The applicants depose that it is the plaintiff/respondent and the 1st - 3rd defendants/respondents who have not made a material disclosure that they used the consent judgment to transfer title over the church property, which title is illegal conduct; otherwise, it is in the interest of justice to confirm the interim orders.
25. The applicants rely on written submissions dated 8/7/2025. It is submitted that the application satisfied the ingredients to grant a temporary injunction as set in *Giella -vs- Cassman Brown* [1973] EA 358 and in *Nguruman Ltd -vs- Jan Bonde Nielsen & Others* [2014] eKLR.
26. On a prima facie case, the applicants submit that they have demonstrated that they have a longstanding ecclesiastical, residential, and functional presence on the suit property, with the mission house, hosting the headquarters of the 16th defendant, which plays host to its local and international missionaries undertaking spiritual work, and housing religious artifacts and records.
27. The applicants submit that the 6th defendant/applicant as their leader has lived on the suit land since 2007 and therefore the acts of the 1st - 3rd defendants/respondents infringed on their proprietary rights and interests, allegedly based on a High Court judgment, which never authorised the said actions over the subject land, acts which amount to abuse of court process and are in the form of self-help.
28. The applicants submit that no formal eviction proceedings were initiated against the occupants, making the said acts of invasion and demolition unconstitutional under Article 40 of the *Constitution*. The applicants submit that they have demonstrated irreparable harm from the acts that not only threaten residential houses, but also a religious place of worship and mission storage of facilitators. The applicants submit that there is intangible and spiritual loss to the community, which cannot be remedied through damages due to the sentimental and religious value attached to the site, which, if not stopped, will permanently disrupt the missionary operations and the spiritual services offered to the surrounding community. The applicants submit that the harm is immediate, ongoing, and intensifying.
29. On balance of convenience, the applicants submit that by granting the orders sought, the court will be preserving the status quo, preventing any irreparable destruction of the existing structures since 2007, which are threatened by the respondents' unlawful, irregular and judicially unauthorized manner by



using a self-help undertaking unlawful eviction orders yet no such issued, hence misrepresentation of judicial decrees, which is an affront to the rule of law.

30. The applicants submit that though the suit property the suit property is registered in the name of the plaintiff, pursuant to a consent judgment, the same is challenged, since the consent of the church members was not sought or obtained in the land transfer process, otherwise FM-5(a) and (b) shows the inconsistencies in the title, warranting judicial scrutiny before any eviction can be sanctioned. The applicants submit that police assistance is necessary to stop the escalated aggression against them.
31. The court record shows that when this application was certified urgent on 29/5/2025 and placed for hearing on 17/6/2025, the plaintiff sought to have the suit marked as withdrawn because he had solved the matter. Learned counsel Mr. Nakitare for the 1st - 3rd defendants did not object to the same.
32. Learned counsel for the 4th - 16th defendants/applicants told the court that her clients were being evicted by the 1st - 3rd defendants/respondents. The court directed that the notice of withdrawal of the suit by the plaintiff dated 17/6/2025 be served upon all the parties to appear on 23/6/2025. Learned counsel for the 4th - 16th defendants regarding the withdrawal on 23/6/2025, submitted that whereas she had no objection to the withdrawal, it should be noted that the plaintiff/respondent had benefited from a consent decree dated 4/2/2023, which has now been set aside vide a ruling dated 4/4/2024, where there was a fraudulent transfer of the suit land. The court proceeded to allow the suit against the defendants to be withdrawn as per the notice of withdrawal issued by the plaintiff dated 17/6/2025.
33. Having withdrawn the primary suit, what now remains as the primary pleadings in this suit are the 4th-16th defendants' amended statement of defence and counterclaim dated 30/1/2025. In the said counterclaim, the 4th - 15th defendants seek for:
 - (a) Cancellation of registration, transfer of Title No. Kiminini/Kinyoro/Block 3/Matisi/19 to the primary plaintiff.
 - (b) Reinstatement of the title to the name of the 16th defendant.
 - (c) Declaration that Matisi Outreach church is a subsidiary of Kenya Good News Church, which owns the suit property through its officials.
 - (d) An order for the title to be registered in the name of the Kenya Good News Outreach Church through its officials.
34. The 1st, 2nd, and 3rd defendants rely on a reply to the defence and defence to the counterclaim dated 22/7/2025. It is averred that after confirmation of the ruling of the lower court by the high court on 26/2/2024, pending the hearing and determination of Kitale CMC No. 261 of 20203, the leadership of the 15th defendant comprises of the 1st defendant, Eliud Sirenya, the 3rd defendant and Wilson Korir Julius, hence they were the bona fide occupants of the 15th defendant church office, which hitherto they had been unlawfully and illegally removed. Further, the 1st - 3rd defendants aver that to the extent that the 4th - 14th defendants are not officials or trustees of the 15th defendant, they have no locus standi to file the counterclaim.
35. The 1st - 3rd defendants aver that the 15th or 16th defendants are neither the registered owner of the title No. Kiminini/Kinyoro/Block 3/Matisi/19, and that only trustees of the 15th defendant can be registered as such owners, in which case, the 4th - 14th defendants, being non-trustees, their counterclaim is incompetent, legally untenable, and must be struck out.
36. The 1st - 3rd defendants deny the alleged collusion; otherwise, their actions were in the best interests of the 16th defendant.



37. The 1st - 3rd defendants aver that there is no evidence that the 15th defendant purchased the property in question, and or that its registration is unlawful. The 1st - 3rd defendants averred that the alleged criminal charges were maliciously preferred against the 1st defendant, hence the acquittal on the same on 21/3/2024.
38. The primary plaintiff relies on a reply to the 4th-15th defendants' amended defence and counterclaim dated 8/8/21025, terming the 4th-15th defendants as lacking locus standi to sue or be sued. The primary plaintiff denies that the 1st defendant was removed as a bishop of the 1st defendant and or that there was any alleged collusion or fraudulent transfer of the suit land in his name in conjunction with the 1st, 2nd, and 3rd defendants as alleged or at all.
39. The plaintiff avers that the 4th defendant or the overseer had no power to remove the 1st defendant as a bishop of the 1st defendant. The plaintiff denies contravening any court order; otherwise, the transfer of the suit land to his name was legal, with no order stopping the transaction, and otherwise, it would be contempt of court. The plaintiff avers that the 15th defendant is not a legal entity capable of holding any property on its own and therefore the counterclaim and the orders sought cannot be legally obtained in favour of the 4th - 15th defendants.
40. The court record shows that on 13/2/2022, consent was entered dated 26/10/2022 between the primary plaintiff and the 1st - 3rd defendants that the plaintiff was the lawful owner of Kiminini/Kinyoro/Block 3/Matisi/19, and for the cancellation of the title held by the defendants. An eviction order was also issued against the defendants, as well as a permanent injunction with the suit marked as settled.
41. On 24/5/2023, the 1st to 11th defendants sought to be joined in the suit, a stay of execution of the consent order or decree since the suit property was under the possession of the Kenya Good News Outreach church since 1982. By a ruling dated 13/12/2023, a preliminary objection by the 1st - 3rd defendants on the capacity of the proposed organization (15th defendant) was dismissed, paving the way for the hearing of the application on merits.
42. By a ruling dated 4/4/2024, the court in paragraph 42 found that the consent entered into on 13/2/2022 was riddled with fraud, collusion, and misrepresentation of the facts. It set the same aside. The court allowed the 4th - 14th defendants to join the suit. The initial plaint was directed to be amended to join the 1st - 11th defendants individually and or as officials of the Kenya Good News Outreach Churches (see paragraph 46 of the ruling).
43. The court also directed Matisi Outreach Church or its officials, as the then registered owner of the suit land, to be joined as the 15th defendant. The added defendants were to be served with a summons to enter an appearance and the amended plaint. An inhibition order issued on 18/7/2023, was to remain on the title register until this suit was determined.
44. It was not then in dispute who was on the suit land with effect from 1982. After the ruling of 4/4/2024, the plaintiff filed an amended plaint accompanied by a verifying affidavit sworn on 12/7/2024, seeking the cancellation of the title in the names of the 1st - 3rd defendants. A further list of documents was filed on 10/6/2024, attaching a copy of a title deed in the name of the 16th defendant issued on 15/12/1993.
45. The primary plaintiff has, for the 1st time, displayed the title to Kiminini/Kinyoro/Block 3/Matisi/19 issued to him on 10/3/2023. It shows that it is in Registry Map Sheet No. 74/4/25. The decree in which he alleges he obtained the title was issued on 14/2/2023. I have looked at the replying affidavit sworn by Reuben Fwamba Mbita on 5/6/2023 to the application dated 24/5/2023.



46. I find the preliminary objection raised in the replying affidavits and the reply to defence and counterclaim by the 1st - 3rd defendants and the primary plaintiff are not only res judicata in view of the two rulings, but also based on misrepresentation of facts. There is also an authority to sue and plead dated 24/5/2023 authorising the deponent to act.
47. The court therefore finds the 4th-15th defendants in view of the directions issued by the court earlier on what capacity to join, defend, and institute the amended defence with counterclaim disclosed. By a notice to show cause filed before this court on 5/6/2023, there was no affidavit by the plaintiff where he had described the 1st – 3rd defendant as known officials of the 15th defendant involved in internal leadership wrangles.
48. In a supplementary affidavit of Francis Mutimbia, sworn on 13/6/2023, there was a clear averment that the 1st - 3rd defendants were initially bona fide officials of the 5th defendants, who, despite being sued in their personal capacity, had no powers to sign off the suit property. He averred that they failed to disclose material facts to the court so as to defraud it of its land, upon which the mission house and church premises are situated, which acts were not in the best interests of the church.
49. In the supporting affidavit dated 24/5/2023, the 4th - 15th defendants had attached an authority to act, copy of the title in the name of the 16th defendant, a letter from the registrar of the societies, and a termination letter of the mandate of the registrar, judgment in Kitale ELC No. 33 of 2015, photos of building, and a consent of payments as annexure marked FM-(1)-(10) respectively. The demand letter dated 17/5/2023 to the 1st – 3rd defendants to vacate the suit land had not referred to any title deed issued in favour of the primary plaintiff on 10/3/2023 pursuant to the decree.
50. The court notes that on 2/8/2023, an inhibition order was issued over the title No. Kiminini/Kinyoro/Block 3/Matisi/19, pending the hearing and determination of this suit. The same subsists to date. In a replying affidavit sworn by Henry Shikuku Barasa on 23/8/2023, the 1st defendant described himself as the chairperson of the 15th defendant and attached a letter dated 6/4/2023 from the Registrar of Societies, the decree dated 14/2/2023, letter of termination of his services with the 15th defendant dated 20/4/2022, constitution of the 15th defendant, settlement letter of the costs in ELC No. 33 of 2015 dated 22/2/2021 and minutes of the 15th defendant dated 11/8/2023 as annexure marked HSB-(1) - (5).
51. Despite all these annexures, especially the one terminating his services, he still insisted that they were legitimate officials of the 15th defendant. As of that date, there was no indication on the part of the 1st - 3rd defendants that the suit land, due to the decree, had since changed status and was now the property of the plaintiff. The court makes a finding that, as of 10/3/2023, the suit property had not changed hands to the name of the primary plaintiff. It could not have been logical for the amendments dated 3/9/2024 to be verified by way of an affidavit as to their correctness if the plaintiff was already a registered owner at the time.
52. Equally, the reply to the 4th-15th defendants' statement of defence dated 2/9/2024 by the primary plaintiff would have specifically pleaded that he was already the legally registered owner of the suit land with effect from 10/3/2023. The plaintiff's trial bundle dated 19/9/2024 would also have included a copy of the title as one of the documents to be used at the hearing.
53. It is a principle of justice and of equity which comes into play when a man who has, through his words and conduct, led another to believe in a particular state of affairs, is not being allowed to go back on it when it would be unjust or inequitable for him to do so. See *Carol Construction Engineers Ltd & Others -vs- National Bank of Kenya* [2020] eKLR,



54. In *Nurdin Bandali -vs- Lombank Tanganyika* [1963] E.A. 304, the court held that a party in litigation, in certain circumstances, under its estoppel would be prevented from denying something which it had previously asserted to be true. The replying affidavit and pleadings by the primary plaintiff and the 1st - 3rd defendants have to be looked into in the context of this suit since its inception.
55. The 4th - 15th defendants urge the court to find a prima facie case, irreparable loss and balance of convenience established in the circumstances of this suit. Parties are bound by their pleadings. A prima facie case is established if, on the material brought before the tribunal, a right that has been established or is infringed to call for rebuttal from the opposite party. See *Mrao Ltd -vs- First American Bank of (K) Ltd* [2003] KECA 175 [KLR] (7th March 2003) (Judgment), where the court observed that where a party comes to court, it must show utmost good faith for it to be entitled to an injunction.
56. The 1st - 3rd defendants and the primary plaintiff blame the applicants for the lack of material disclosure. The 1st - 3rd defendants rely on a ruling of the High Court issued on 10/4/2025, determining the leadership of the 15th defendant. The same is the basis upon which the 1st-3rd defendants justify storming the suit premises, evicting, demolishing, and driving out the 4th - 15th defendants from the suit premises. The 4th - 15th defendants, on the other hand, take the view that the title to the land where its church and mission house are situated since 1980, has been illegally transferred to the plaintiff with the collusion of the 1st - 3rd defendants, who are its former estranged officials without authority, consent, or approval.
57. Further, the 4th - 15th defendants urge the court to find that the illegal takeover was not sanctioned by any court decree for eviction or with due process. There is no dispute that the 15th defendant is a duly registered church. This fact was confirmed by the primary plaintiff in an application to further amend the amended plaint dated 30/10/2024, where he attached a certificate of registration dated 3/10/1974, as under the *Societies Act*.
58. In *Trustees Kenya Redeemed Church -vs- Samuel M'Obiya & Others* [2011] eKLR, the court said that a society is a legal person which can sue through its duly authorised officers. There is admitted evidence that even by the plaintiff and the 1st - 3rd defendants in their previous affidavits said that the Kenya Good News Outreach Churches has always been in possession of the suit premises since 1982 or thereabout, acting as the headquarters of the church in the region.
59. In *Benja Properties Limited -vs- Syedna Mohammed Burhannudin Sahed & 4 others* [2015] KECA 457 (KLR), the court observed that it is trite law that all titles to land are ultimately based upon possession in the sense that the titles of a man seized prevail against all who can show no better right to seize. The court said that the 1st - 3rd defendants, being in possession of the suit land, had a better right to the same since possession is nine-tenths of ownership.
60. The primary plaintiff has a title deed issued in contravention of a ruling that set aside the consent from which he derived the title. He does not plead that the developments on the suit land, including the mission house and church premises, belonged to him before 10/3/2023. Equally, the 1st - 3rd defendants are the same ones who allegedly transferred the title to the suit land courtesy of an impugned consent order.
61. As indicated above, the doctrine of estoppel prevents a man from saying one thing and later on renegeing on it. The 1st - 3rd defendants allegedly ceded the suit title to the plaintiff but now want the court to believe that after the ruling of the sister court in April 2025, they are now entitled to storm the suit premises, drive out or evict the 4th - 15th defendants therefrom for they are now bona fide officials of the 15th defendant, hence have a better title to the land. A court of law cannot be used to perpetuate an



- illegality or act as an instrument of sanctioning a criminal transaction. See *Makala International Ltd -vs- His Eminence Cardinal Nsubuga & Another* [1982] HCB 11 and *Arcon Business Machines Ltd* [1999] 2 All ER 429.
62. Violation of the right to ownership of the church premises by estranged officials is what the 1st - 3rd defendants want the court to sanction. There was no notice of eviction or vacant possession issued as required under Section 152A-1 of the *Land Act*.
63. In *Mitu Bell Welfare Society -vs- Kenya Airports Authority & Others* [2013] eKLR, the court said that a state cannot sanction an eviction in the absence of a concomitant duty to ensure alternative housing for the trespassers. See *Kenya Assemblies of God Trustees -vs- Obuya* [2024] KEELC 4368 [KLR]. Self-help eviction is what the 1st - 3rd defendants engaged in, even when the suit land had already changed hands at their fronting to the primary plaintiff.
64. It cannot be said that the 1st - 3rd defendants were acting in the best interest of the church when they engaged in denying obvious ownership rights of the church and signing off such rights to the plaintiff. The 1st - 3rd defendants are simply shedding crocodile tears to purport to act for the best interest of the 15th defendant, yet they were actually trying to put the plaintiff into possession by another name without even giving the occupants a 90-days notice in writing as per Section 152E of the *Land Act* and Regulation No. 65 of Legal Notice No. 280 of 2017.
65. In the *Revelation Mission Centre (Suing through its registered trustees) -vs- African Church of the Holy Spirit (Suing through its registered trustees)* [2024] KEELC 1770 (KLR), the court held that since both parties were hotly contesting ownership of the church and where the land it sits on, justice demanded that the prevailing status quo be maintained until the appeal was heard and determined. See also *International Gospel Centre and Another -vs- Magiri & Others* [2024] KEELC 14005 KLR (Ruling).
66. In this suit, the 4th - 15th defendants have demonstrated a prima facie case, the irreparable loss and damage likely to be suffered. The same is real, imminent, apparent, and not imagined.
67. The right to worship and exercise the same, including ownership, running, and manning of houses of worship, and the loss likely to arise if there is destruction of or stoppage of worship cannot be quantified or compensated by way of damages. The balance of convenience in my view tilts in favour of the 4th - 15th defendants, who stand to suffer more in the absence of a temporary injunction. See *Pius Kipchirchir Kogo -vs- Frank Kimeli Tenai* (2018) eKLR.
68. The upshot is that I grant the reliefs sought. The inhibition order still subsists.
69. Orders accordingly.

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

In the presence of:

Court Assistant – Dennis

Miss Odiya for the applicants (4th – 14th), defendants present

Mr. Ndarwa for the 1st, 2nd, and 3rd defendants/respondents present

15th and 16th defendants absent

Munialo for plaintiff absent



1st defendant present

HON. C.K. NZILI

JUDGE, ELC KITALE.

