



Techseals Kenya Limited v Sagwe & 2 others (Environment and Land Case E054 of 2024) [2025] KEELC 6647 (KLR) (2 October 2025) (Judgment)

Neutral citation: [2025] KEELC 6647 (KLR)

**REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT ELDORET
ENVIRONMENT AND LAND CASE E054 OF 2024
CK YANO, J
OCTOBER 2, 2025**

BETWEEN

TECHSEALS KENYA LIMITED PLAINTIFF

AND

CHRISANTUS MAGORI SAGWE 1ST DEFENDANT

THE LAND REGISTRAR, UASIN GISHU 2ND DEFENDANT

ATTORNEY GENERAL 3RD DEFENDANT

JUDGMENT

1. Through a Plaint dated 26th September, 2024, the Plaintiff prayed for judgment against the Defendants and for orders that:-
 - a. A declaration be and is hereby issued that the Certificate of lease issued to Techseals Kenya Limited on 19.11.1992 under Entry No. 4 is valid.
 - b. A declaration that the parcel of land No. Eldoret Municipality/Block 6/300 situated at Eldoret town measuring 0.1350 Hectares is legally owned by the Plaintiff absolutely and that the Plaintiff remains lawfully and rightfully in possession of the same.
 - c. A declaration that the creation of a new register and subsequent issuance of Certificate of lease over the parcel of land No. Eldoret Municipality/Block 6/300 by the 2nd Defendant to the 1st Defendant is null and void ab initio and ineffectual to confer any right, interest or title upon the 1st Defendant.
 - d. The Honourable Court be pleased to nullify the transfer made on 17.01.2007 as Entry No. 8 and the Land Registry be directed to cancel the Certificate of lease issued under Entry No. 8.



- e. An order directing and/or compelling the Land Registrar, Uasin Gishu County, the 2nd Defendant herein to cancel the register, registration documents and the Certificate of lease in the possession of the 1st Defendant and restore the Plaintiff as the legal and rightful owner of the parcel of land No. Eldoret Municipality/Block 6/300.
 - f. An order directing and/or compelling the Land Registrar, the 2nd Defendant herein to reinstate and/or create the register in favour of the Plaintiff for the parcel of land No. Eldoret Municipality/Block 6/300 and keep the said register under lock and key.
 - g. A permanent injunction restraining the Defendants and any other person from interfering with the Plaintiff's proprietary rights over the parcel of land No. Eldoret Municipality/Block 6/300 or otherwise from the quiet enjoyment and possession of the suit property.
 - h. Costs and interests of this suit at court rates.
 - i. Any other relief that this honourable court may deem fit to grant.
2. The Plaintiff's case is that it purchased Eldoret Municipality/Block 6/300 (the suit property herein) in 1992 from one Benard Kakucha Mbwagwa for KShs. 400,000/-. It avers that prior to purchase, it conducted due diligence by way of a search and confirmed that the land belonged to the Vendor, who acquired it through a lease between himself and the Government. It obtained consent from the Commissioner of Lands on 6.11.1992 to transfer the land to its name and was issued with a Certificate of lease on 19.11.1992 after payment of the registration fee and stamp duty.
 3. The Plaintiff asserts that it purchased the land for valuable consideration and in good faith, and the Vendor had a good title to give. That on 31.08.2005, it even took out a loan facility from Oriental Commercial Bank Ltd and a charge was registered against the title to the suit property, which was discharged on 14.09.2006.
 4. The Plaintiff alleged that on 23.02.2021, it conducted an official search and discovered that the land had been illegally and fraudulently transferred to Chrisantus Magori Sawe, the 1st Defendant. The Plaintiff set out the particulars of the alleged fraud and illegality on the part of the 1st Defendant. The Plaintiff stated that it had requested a copy of the white card from the 2nd Defendant through several letters, which proved futile hence this instant suit.
 5. On 16th October, 2024, the Court directed that the Plaint and Summons to Enter Appearance be served on the 1st Defendant by way of substituted service. Service was effected vide advertisement in the Daily Nation that was published on 7th November, 2024 and an Affidavit of Service sworn by Duke O. Omwenga on 6th December, 2024 filed in that regard.
 6. Thereafter, by Notice of Motion dated 6th December, 2024 brought under Certificate of Urgency and a Request for Judgment of the same date, the Plaintiff requested judgment against the 1st and 2nd Defendants in default of appearance. The Application was allowed on 29th January, 2025 and the suit was fixed for hearing on 19th May, 2025.
 7. Notably, the office of the Attorney General entered appearance for the 2nd and 3rd Defendant on 29th October, 2024 before the request for judgment was made. The AG, however, delayed in filing a defence until 4th March, 2025 when the request for judgment had already been allowed. In their Statement of Defence dated 3rd March, 2025 the 2nd and 3rd Defendant denied the allegation that the Plaintiff was the registered owner of the suit land and further denied all the allegations in the Plaint.



8. In further response to the Plaint, the 2nd & 3rd Defendants averred that any registration and/or dealings over the suit property was lawfully done and anchored on the law, and they were done based on the duly executed documents presented before the 2nd Defendant. They averred that the suit discloses no cause of action against the 2nd & 3rd Defendant, is frivolous, mischievous, scandalous and untenable, and asked that it be dismissed with costs.
9. In response, the Plaintiff filed a Reply to Defence dated 14th March, 2025 reiterating the averments in the Plaint. The Plaintiff added that it was eventually supplied with a copy of the white card over the suit property, and that the 2nd and 3rd Defendant are proper parties in this suit since the suit revolves around the illegal transfer of the suit land. The Plaintiff averred that the 2nd and 3rd Defendants' defence raises no triable issues and asked that it be struck out with costs and judgment entered in its favour as prayed in the Plaint.

Hearing and Evidence:

Plaintiff's Case;

10. On 19th May, 2025 when the matter came up for hearing, the Plaintiff's director, one Pramod Manilal Tailor, testified as PW1. He was affirmed and adopted his witness statement dated 26th September, 2024 as his evidence-in-chief. He produced the documents listed in his list of documents of the same date as the Plaintiff's exhibits 1-21 respectively. He asked the court to grant the Plaintiff the prayers sought.
11. PW1 was cross-examined by Mr. Kwame and he testified that the Plaintiff bought the land from Benson, who was the first registered owner in 1992, although he did not have the agreement. He testified that aside from the search, they did not do anything else or ask for a copy of the letter of allotment. He testified that they paid stamp duty of KShs. 24,250/- on 19.11.1992. He testified that he has never used the land since 1992 and currently, the land is being used by the County Government of Uasin Gishu as a bus stage.
12. PW1 testified that there were no conditions to the lease, but that initially in 1995 they paid rent of KShs. 4,320/- annually, and that they last paid rent on the land in 2024. He was referred to the letter at page 37 of his bundle dated 30.03.2006 and he testified that it was asking them to pay outstanding rates and rent, which he paid vide receipt at page 33, and conceded that he had no other receipts apart from that one. PW1 claimed that he did not know the consequence of failure to pay rent is that the land may revert back to the government.
13. PW1 further testified that he has never met the 1st Defendant. He testified that he had the Original Title but could not bring it to court as it was charged to Oriental Bank. He could not confirm whether the charge was discharged as he did not have a copy of the discharge. PW1 told the court that the Bank placed a caution on the land. He testified that he never attended the Land Registrar's office or executed any transfer over the suit land.
14. On re-examination, PW1 testified that there were no outstanding land rates or rent as of the year 2024, and neither has the government notified him that it has taken over the land. He reiterated that he does not know the 1st Defendant and that he never transferred the land to the 1st Defendant. He asked the court to grant the prayers sought.
15. The Plaintiff then called Naomi Rop, a Land Registrar in Uasin Gishu County to testify as PW2. She testified that the register for the suit property was opened on 12.05.1992 in the name of Renson Kakucha Mbwagwa as entry no. 1. That Entry no. 2 was made on the same date and was the issuance of title thereto. She testified that entry no. 3 was made on 19.11.1992 and is a transfer from Renson



Kakucha to Techseals Kenya Limited, which company was issued with a title as shown at entry no. 4 thereof. She testified that entry no. 5 was a caution placed by Oriental Commercial Bank on 31.08.2005 claiming an equitable charge for KShs. 1,000,000/-She testified that a restriction was removed on 8.01.2006 as shown at entry no. 6 of the record. PW2 testified that per entry no. 7 the caution by Oriental Bank was removed on 14.09.2006.

16. PW2 testified that the transfer to the 1st Defendant was made at entry no. 8 on 17.01.2007 to whom a title was issued per entry no. 9. PW2 testified that according to their record, the 1st Defendant is the current registered owner of the land. PW2 testified that entries no. 7-9 are suspected forgeries because the signature of the land registrar who is purported to have signed is not the actual signature of the said registrar. She further explained that there are no records to support those entries. PW2 confirmed that entries no. 7, 8 and 9 are forgeries and produced the copy of the record as PEXb 19, and she told the court that she had no objection to any orders issued by the court.
17. On cross-examination, PW2 testified that she did not have the parcel file for the suit property with her. She could not remember the name of the registrar who signed on entry numbers 7, 8 and 9. She testified that she could not obtain the copies of the transfer documents.
18. PW2 was not re-examined and this marked the close of the plaintiff's case.
19. Since the registrar had been sued as the 2nd Defendant, Counsel for the 2nd and 3rd defendants requested that PW2's testimony be adopted as the evidence of the 2nd and 3rd Defendants. The court adopted the evidence as requested, and also marked the 2nd and 3rd Defendants' case as closed.
20. The 1st Defendant never entered appearance nor filed a defence, consequently, the court also closed his case.

Submissions:

21. The court directed the parties to file and exchange their written submissions within 14 days. The Plaintiff complied and filed its submissions dated 9th July, 2025. As at the date of writing this judgment, the time given for filing the submissions had lapsed, but the 2nd and 3rd Defendants had not complied.

Plaintiff's Submissions;

22. In the Plaintiff's submissions, Counsel submitted that when a title document is disputed, one must show the origin of the title and whether it was acquired procedurally. Counsel set out to establish that the Plaintiff's title to the suit property was obtained legally. He submitted that the Plaintiff had proved the root of the title. That the Plaintiff's subsequent acquisition was lawful and procedural, thus it is the legal and absolute owner of the suit property. Counsel relied on *Dina Management Limited vs County Government of Mombasa & 5 Others* (Petition 8(E010) of 2021) (2023) KESC 30 (KLR) and *Hubert L. Martin & 2 Others vs Margaret J. Kamar & 5 Others* (2016) eKLR.
23. Counsel submitted that the Plaintiff only became aware the land had been transferred to the 1st Defendant upon conducting a search on 17.01.2007. Counsel submitted that the 1st Defendant was not known to the Plaintiff and neither was the land sold or transferred to him. That no certificate of title or transfer document in favour of the 1st Defendant had been presented before this court. Further, that the Land Registrar testified that the white card entries showing transfer and issuance of title to the 1st Defendant were fraudulent. Counsel thus asked that that the same should be revoked and the ownership of the land revert back to the Plaintiff, and that the Plaintiff be declared the lawful and absolute owner and its title valid. Counsel cited the case of *Lucy Wangui Mwaura vs Linet Achieng Amala* (2019) eKLR.



24. Counsel further submitted that Section 26 of the [Land Registration Act](#) provides two instances in which a title may be impugned in law. Counsel submitted that the 1st Defendant's title was acquired fraudulently and unprocedurally and this court has power under Section 80 of the [Land Registration Act](#) to revoke his title. Further, that since the land belongs to the Plaintiff, the Court should order the land registrar to rectify the register in that regard and reinstate the Plaintiff's name in the register. Counsel relied on *Harrison Kiambuthi Wanjiru & Another vs District Land Registrar Nairobi & 3 Others* (2022) eKLR, *Mcfoy vs Kinaru & Another* (2023) KEELC 25666 (KLR), *Mariera & Another vs Ongwancho & 2 Others* (Environment & Land case 958 of 2016 (2023) KEELC 21423 (KLR).
25. It was also submitted on behalf of the Plaintiff that this court ought to protect the Plaintiff by issuing a permanent injunction against the 1st Defendant (*Njogu vs Sibashi* (Environment & Land Case 12 of 2018) (2024) KEELC 1643 (KLR). On costs, Counsel cited Section 27 of the [Civil Procedure Act](#) that costs follow the events. Counsel argued that since the Plaintiff's prayers are merited, the same should be granted as prayed with costs. Counsel relied *Jasbir Singh Rai & 3 Others vs Tarlochan Singh Rai & 4 Others* (2014) eKLR.

Analysis and Determination:

26. I have considered the pleadings, the testimonies and the evidence tendered by the Plaintiff in support of his case. I have also considered the written submissions that were filed by the plaintiff's advocates. The issues for determination are:-
- i. Who is the registered proprietor of the suit property?
 - ii. Whether the registration of the suit property in the name of the 1st Defendant was illegal and/or fraudulent;
 - iii. Whether the plaintiff is entitled to the reliefs sought;
 - iv. Who shall bear the costs of this suit?
27. In the instant case the Plaintiff's claim is uncontroverted as the 1st Defendant failed not just to testify in defence, but also to file defence against the Plaintiff's claim. However, it is a settled principle of law that he who alleges must prove, and the burden of proof of a claim in a civil dispute rests with the Plaintiff.
28. Under Section 107 of the [evidence Act](#), when a party alleges the existence of facts which he asserts must prove that those facts exist. Therefore, even though the Plaintiff's evidence is uncontroverted, it is under obligation to prove its claim on a balance of probability. The court will not take its word without scrutiny of its evidence, just because its evidence is unchallenged.
29. In the case of *Kenya Power and Lighting Company Limited vs Nathan Karanja Gachoka & Another* (2016) eKLR, the court held that even where the evidence is uncontroverted, the court should not take it as truthful without interrogation just because it is uncontroverted. The Plaintiff must prove its case upon a balance of probability whether the evidence is challenged or not.

Who is the registered proprietor of the suit property?

30. On the issue as to who owns the suit land, the Plaintiff case is that it owns the suit property having purchased it and acquired title thereto in the year 1992. It is the Plaintiff's case that it never sold or transferred the suit property to the 1st Defendant.
31. Under section 24 of the [Land Registration Act](#) 2012, the registration of the plaintiff as the proprietor of the suit property vests upon it absolute ownership thereof together with all rights and privileges



associated with such ownership. Under section 25 of the said Act, the plaintiff's rights over the suit property are indefeasible except as provided under the said Act.

32. It is not in doubt that the registration of a person as the owner of the land and Certificate of title held by such a person as a proprietor of a property is conclusive proof that he/she is the owner of the property. However, the registration of such title is not absolute as the same maybe impeached under certain circumstances as provided by Section 26(1) of the [Land Registration Act](#), which states as follows: -

26. Certificate of title to be held as conclusive evidence of proprietorship

(1) The certificate of title issued by the Registrar upon registration, or 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 that 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; or

(b) where the certificate of title has been acquired illegally, unprocedurally or through a corrupt scheme.

33. The only title presented before this court is the Certificate of Lease dated 19th November, 1992 which shows that the land was registered in the name of the Plaintiff. However, the Plaintiff has also produced a Certificate of Search dated 23rd February, 2021 and another dated 21st December, 2023 both showing that the land was on 17th January, 2007 registered to Chrisantus Magori Sagwe and a Certificate of Lease issued to him on the same date. This tallies with entry nos. 8 and 9 of the Certified Copy of the white card/register for the suit parcel of land duly produced by the Plaintiff.

34. The import of these documents is to be found at Section 26(2) of the [Land Registration Act](#) which provides that:-

A certified copy of any registered instrument, signed by the Registrar and sealed with the Seal of the Registrar, shall be received in evidence in the same manner as the original.

35. Pursuant to Section 26(2) of the [Land Registration Act](#), these documents are sufficient proof that the suit land is currently registered in the name of the 1st Defendant herein.

Whether the registration of the suit property in the name of the 1st Defendant was illegal and/or fraudulent

36. This court has already determined that the suit property is now registered in the name of the 1st Defendant. The Plaintiff however, has challenged this registration and the validity of the 1st Defendant's title. The Plaintiff's case is premised on the ground that the title registered in the name of the 1st Defendant was acquired fraudulently and unlawfully.

37. It is the Plaintiff's case that it bought the land from one Renson K. Mbwagwa, who was the first registered owner of the land, in the year 1992. The Plaintiff states that it never sold the suit property or transferred it to the 1st Defendant, and that it has no knowledge of him. The Plaintiff has further averred that it only got to know that the land had changed hands when it instructed its advocate to conduct a search and the results showed that the land had been transferred to the 1st Defendant. It is



the Plaintiff's contention therefore, that the 1st Defendant's title cannot supersede and/or cancel its prior registration as proprietor of the suit property.

38. Courts have held severally, that when the root of title and/or the legality of the process of acquisition of title is in issue, the registered owner cannot wave the same title that is being challenged as a defence. The Court of Appeal in the case of *Munyu Maina vs Hiram Gathiha Maina* (2013) eKLR, 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.”

39. This decision was approved by the Supreme Court in *Dina Management Limited vs County Government of Mombasa & 5 others* [2023] KESC 30 (KLR), where it was held that:-

“93. As held by the Court of Appeal in *Munyu Maina vs Hiram Gathiha Maina* Civil Appeal No 239 of 2009 (2013) eKLR, where the registered proprietor's root title is under challenge, it is not enough to dangle the instrument of title as proof of ownership. It is the instrument that is in challenge and therefore the registered proprietor must go beyond the instrument and prove the legality of the title and show that the acquisition was legal, formal and free from any encumbrance including interests which would not be noted in the register.

94. To establish whether the appellant is a bona fide purchaser for value therefore, we must first go to the root of the title, right from the first allotment, as this is the bone of contention in this matter.”

40. At the hearing, PW2 testified that according to the records at the Lands Registry, the 1st Defendant is indeed the current registered owner of the land. She also told this court that entries no. 7-9 on the registered of the suit parcel are suspected forgeries because the signature of the land registrar who is purported to have signed is not the actual signature of the said registrar. She also told this court that there are no records to support the said entries.
41. Aside from the testimony of PW2, I have also taken time to carefully examine the evidence adduced by the Plaintiff. According to the register of the suit property, the transfer to the 1st Defendant was registered on 17th January, 2007 and a Certificate of Lease issued on the same date. As already stated, this information is replicated in the two Searches dated 23rd February, 2021 and 1st December, 2023. However, the Plaintiff has presented a Certificate of Official Search dated 10th November, 2009 which indicates that as of that date, the land still belonged to the Plaintiff.
42. There can be no explanation as to why a search conducted in 2009 still showed that the Plaintiff was still the owner of the suit land, whereas the land had been transferred to the 1st Defendant in the year 2007. The *Land Registration Act* does not make provision for backdating of transfers, and neither does any known law or procedure in this country.
43. To make matters worse, as appears in the Official search dated 16th February, 2004, a caution was placed on the title by Oriental Commercial Bank on 31st August, 2005. At entry No. 5 of the register, the Bank placed the caution claiming an equitable charge for KShs. 1,000,000/-. The Certificate of Official Search dated 10th November, 2009 shows that this caution/restriction by Oriental Commercial Bank



was still in place as at the year 2009. It is therefore not clear how the 1st Defendant managed to have the land transferred to him in the year 2007 yet there was a caution in place all the way upto the year 2009.

44. The Plaintiff further testified that it never sold or transferred the land to the 1st Defendant, and indeed no agreement for sale or transfer was tabled before this court to counter the Plaintiff's testimony. Owing to this and PW2's testimony, as well as the disparities in the date of registration of the suit property in the 1st Defendant's name noted in the two Searches dated 23rd February, 2021 and 1st December, 2023, I am convinced that the entries in the register were forged. This could possibly be the reason why there are no records to support the said entries in the register.
45. The 1st Defendant did not defend the plaintiff's claim. The plaintiff's evidence points to the fact that the registration of the 1st Defendant as owner of the suit property was marred with fraud and illegalities. The plaintiff having proved this, the onus was upon the 1st Defendant to justify that his title over the property was in fact properly acquired and tender evidence as to its legality. His failure to do so means that the Plaintiff's evidence was not controverted. In the absence of any evidence from the 1st Defendant, the only conclusion that this court can make is that, the 1st Defendant acquired his title illegally and un-procedurally.

Whether the plaintiff is entitled to the reliefs sought

46. The next issue for determination is whether the Plaintiff is entitled to the reliefs sought. The Plaintiff seeks a declaration that the Certificate of Lease issued to it is valid, and another declaration to the effect that it legally owns the suit property absolutely and remains lawfully and rightfully in possession of the same. The Plaintiff also seeks a declaration that the creation of a new register and subsequent issuance of Certificate of lease over the suit property by the 2nd Defendant to the 1st Defendant is null and void ab initio and ineffectual to confer any right, interest or title upon him.
47. From the evidence adduced in this case, there is no doubt that the title to the 1st Defendant was obtained illegally and unprocedurally. His title is indeed null and void, and it cannot therefore confer any interest to him neither is it capable of being protected by law.
48. In view of the finding that the 1st Defendant's title was acquired illegally and unprocedurally, it follows that the said title is impeachable under Section 26(1)(b) of the *Land Registration Act*. The 1st Defendant's title over the suit property is liable to be cancelled. I therefore proceed to cancel the title of the 1st Defendant and his registration as proprietor of the suit land.
49. The register for the suit property now shows that the land was transferred to the 1st Defendant and a title was issued to him. Having so cancelled the 1st Defendant's title, it is only logical that the entries made on the register of the suit parcel of land in his favour must be corrected to reflect the cancellation. Section 80 of the *Land Registration Act* provides that:-

80. Rectification by order of Court

- (1) Subject to subsection (2), the court may order the rectification of the register by directing that any registration be cancelled or amended if it is satisfied that any registration was obtained, made or omitted by fraud or mistake.
- (2) The register shall not be rectified to affect the title of a proprietor, unless the proprietor had knowledge of the omission, fraud or mistake in consequence of which the rectification is sought, or caused such omission, fraud or mistake or substantially contributed to it by any act, neglect or default.



50. Under this provision, the register can only be rectified by an order of the court. The Plaintiff is therefore entitled to an order cancelling the registration documents, if any, as well as an order of rectification of the register of the suit parcel. As a result, entries 8 and 9 of the register for the suit property are equally cancelled and/or revoked.
51. The Plaintiff also sought orders directing and/or compelling the Land Registrar, Uasin Gishu County, the 2nd Defendant herein to restore the Plaintiff as the legal and rightful owner thereof and keep the said register under lock and key.
52. Having cancelled the 1st Defendant's title and revoked his registration as the proprietor of the suit land, the status of the land then reverts back to what it was before the registration of the 1st Defendant. This can only mean that the Plaintiff is entitled to the order of rectification of the register to restore its name as the proprietor of the suit land.
53. The Plaintiff also asked this court to issue a permanent injunction restraining the Defendants and any other person from interfering with the Plaintiff's proprietary rights over the suit property and/or otherwise from interfering with its quiet enjoyment and possession thereof.
54. The 1st defendant's title to the suit property having been revoked and/or cancelled and the property returned to the Plaintiff, the 1st Defendant has no legal mandate to occupy or use the suit land in any manner. As such this prayer is meritorious and a permanent injunction issues against the 1st Defendant and/or anyone claiming under him.

Who shall bear the costs of this suit?

55. Finally, the Plaintiff also asked for costs and interests of this suit at court rates. The prayer for costs is found in Section 27(1) of the [Civil Procedure Act](#) which provides that:-
 27. Costs
 - (1) Subject to such conditions and limitations as may be prescribed, and to the provisions of any law for the time being in force, the costs of and incidental to all suits shall be in the discretion of the court or judge, and the court or judge shall have full power to determine by whom and out of what property and to what extent such costs are to be paid, and to give all necessary directions for the purposes aforesaid; and the fact that the court or judge has no jurisdiction to try the suit shall be no bar to the exercise of those powers:

Provided that the costs of any action, cause or other matter or issue shall follow the event unless the court or judge shall for good reason otherwise order.
56. Costs therefore mainly follow the event, which means that the successful party in any litigation is entitled to costs of the suit. It is also trite that the court is given discretion to determine which party will meet the costs and to what extent, and further, that the court may for good reason decline to award costs to a successful party.
57. The court has in this case determined the suit in favour of the Plaintiff and there is no justifiable reason why the Plaintiff should be denied its costs. For this reason, the court finds that the Plaintiff is entitled to the costs of this suit. To be borne by the 1st Defendant. This is so because the 2nd and 3rd Defendants' testified in support of the plaintiff's case.



Orders:

58. For the foregoing reasons, I am satisfied that the plaintiff has proved its claim against the Defendants on a balance of probability. I therefore enter judgment for the Plaintiff against the Defendants as prayed for in the plaint dated 26th September, 2024 in the following terms

- a. A declaration do and is hereby issued that the Certificate of lease issued to Techseals Kenya Limited on 19.11.1992 under Entry No. 4 is valid.
- b. A declaration do and is hereby issued that the parcel of land No. Eldoret Municipality/Block 6/300 situated at Eldoret town measuring 0.1350 Hectares is legally owned by the Plaintiff absolutely and that the Plaintiff remains lawfully and rightfully in possession of the same.
- c. A declaration do and is hereby issued that the creation of a new register and subsequent issuance of Certificate of lease over the parcel of land No. Eldoret Municipality/Block 6/300 by the 2nd Defendant to the 1st Defendant is null and void ab initio and ineffectual to confer any right, interest or title upon the 1st Defendant.
- d. The transfer made on 17.01.2007 as Entry No. 8 and the Certificate of lease issued under Entry No. 9 are hereby cancelled and/or revoked.
- e. An order do and is hereby issued directing and/or compelling the Land Registrar, Uasin Gishu County, the 2nd Defendant herein, to cancel the register, registration documents and the Certificate of lease in the possession of the 1st Defendant and restore the Plaintiff as the legal and rightful owner of the parcel of land No. Eldoret Municipality/Block 6/300.
- f. An order do and is hereby issued directing and/or compelling the Land Registrar, the 2nd Defendant herein, to reinstate and/or create the register in favour of the Plaintiff for the parcel of land No. Eldoret Municipality/Block 6/300.
- g. A permanent injunction is hereby issued restraining the Defendants and any other person from interfering with the Plaintiff's proprietary rights over the parcel of land No. Eldoret Municipality/Block 6/300 or otherwise from the quiet enjoyment and possession of the suit property.
- h. The Plaintiff shall have the costs of this suit and interests thereon at court rates, and the same is to be borne by the 1st Defendant.

59. Orders accordingly.

DATED, SIGNED AND DELIVERED VIRTUALLY AT ELDORET ON THIS 2ND DAY OF OCTOBER, 2025 VIDE MICROSOFT TEAMS.

HON. C. K. YANO

ELC, JUDGE

In the presence of;

Mr. Mbogaa for Plaintiff.

No appearance for Defendants.

Court Assistant - Laban.

