



**Sikale v Kichachu & 2 others (Environment & Land Case E013 of 2021) [2024] KEMC 50 (KLR) (9 October 2024) (Judgment)**

Neutral citation: [2024] KEMC 50 (KLR)

**REPUBLIC OF KENYA  
IN THE MARALAL LAW COURTS  
ENVIRONMENT & LAND CASE E013 OF 2021  
AT SITATI, SPM  
OCTOBER 9, 2024**

**BETWEEN**

**LONGOR SIKALE ..... PLAINTIFF**

**AND**

**KONE GIDEON KICHACHU ..... 1<sup>ST</sup> DEFENDANT**

**COUNTY GOVERNMENT OF SAMBURU ..... 2<sup>ND</sup> DEFENDANT**

**CHIEF OFFICER DEPARTMENT OF LANDS AND HOUSING SAMBURU**

**COUNTY GOVERNMENT ..... 3<sup>RD</sup> DEFENDANT**

**JUDGMENT**

1. By a plaint dated 17<sup>th</sup> November, 2021 verified by an affidavit of similar date, the plaintiff prayed for:
  1. A declaration that the 1<sup>st</sup> defendant’s action of trespassing into the plaintiff’s property being residential plot no. 108 Opposite D.E.B located at Maralal Town area within Samburu County is unlawful and/or illegal and an order of permanent injunction restraining the 1<sup>st</sup> Defendant herein either by himself, his servants, employees, agents and/or any other person working under their instructions from entering, trespassing, depositing or storing or placing constructions materials, dealing with and/or any way interfering with the plaintiff’s quiet enjoyment, possession and/or ownership of the suit property being residential plot no. 108 opposite D.E.B. located at Maralal Town area within Samburu County.
  2. That the Honourable Court be pleased to issue an order of mandatory injunction directed at the 1<sup>st</sup> defendant, his agents and/or servants to clear and/or remove all the construction materials and/or deposited on the plaintiff’s property being residential plot no. 108 Opposite D.E.B. located at Maralal Town area within Samburu County and further an order directed at the defendant to restore the plaintiff’s grounds and fence that was destroyed by his actions.



3. That the Honourable Court be pleased to issue an order of mandatory injunction directed at the 2<sup>nd</sup> and 3<sup>rd</sup> defendants, its agents, employees and/or any other person under their instructions to recall, cancel, revoke and/or amend the erroneous ownership documents issued to both the plaintiff and the 1<sup>st</sup> defendant and to consequently issue a regular plot allotment letter to the plaintiff that read Plot no. 108 MARALAL (OPPOSITE D.E.B.) instead of reading Residential Plot No. 108 Maralal (Sale Yard).
  4. An order for damages for destruction of the plaintiff's grounds, perimeter wall and/or fence and/or general damages for trespass.
  5. Costs and interest of the suit.
2. Accompanying the plaint were the following:
    - i. Plaintiff's written witness statement dated 17<sup>th</sup> NOVEMBER, 2021.
    - ii. Bundle of listed documents containing the following
      - a. Allotment letter dated 27<sup>th</sup> January, 2017.
      - b. Plot allocation fee receipt dated 11<sup>th</sup> September, 2000.
      - c. Map/Part development plan dated 25<sup>th</sup> June, 2020.
      - d. Demand letter dated 29<sup>th</sup> July, 2019.
      - e. Letter dated 16<sup>th</sup> March, 2020.
      - f. Field report dated 8<sup>th</sup> July, 2020.
      - g. Confirmation letter dated 23<sup>rd</sup> July, 2020.
      - h. Complaint letter dated 5<sup>th</sup> August, 2020.
3. The suit was challenged by a Defence and Counterclaim duly verified by affidavit dated 23<sup>rd</sup> December, 2021 by the 1<sup>st</sup> defendant through his advocate KIHORO KIMANI ADVOCATES in which he prayed for:
    1. That the original suit be dismissed.
    2. A declaration that Plot no. 108 Shabaa Residential (Nkutoto area) belongs to the plaintiff in the counterclaim.
    3. Costs of this suit.
    4. Interest in (c) above.
  4. The Defence and Counterclaim was accompanied by:
    - i. Defendant/counterclaimant's bundle of documents containing
      - a. Copy of plot allocation letter dated 28<sup>th</sup> March, 2008.
      - b. Copy of map from the Ministry of Lands Department of Physical Planning dated 10/04/2008.
      - c. Copy of OB No. 12/13/7/2019 at 1045Hours and OB No. 18/23/5/2020 at 1358hours.



- d. Confession to trespass by Joseph Ekiru.
  - e. Copy of letter dated 15/07/2019 addressed to the Director Lands County Govt. of Samburu.
  - f. Copy of letter dated 16<sup>th</sup> July, 2019 by County Director Lands County Government of Samburu
  - g. Copy of letter dated 29/07/2019 by Kiriaku and CO. Advocates.
  - h. Copies of a bunch of payment receipts in respect of plot no. 108 Shabaa Residential (Nkutoto area).
- ii. Defendant's written statement dated 23<sup>rd</sup> December, 2021.

### **The Plaintiff's Case**

5. PW1 Longor Sikale testified on 28<sup>th</sup> March, 2023 by adopting her witness statement as her testimony and producing her bundle of listed documents as her exhibits. In summary, she affirmed that she owned Plot 108 Opposite D.E.B. and not plot 108 Nkutoto. She added that plot 103 exists and belonged to the family of the 1<sup>st</sup> defendant.
6. In cross-examination, the following came to light: The letter dated 23/07/2000 was authentic as it allocated her the plot in the year 2000 but at that time she was not issued with any letter confirming her as the owner. She did not know what was endorsed on Miscellaneous receipt P.Ex.2. The map that she had produced in court was not the approved map. It was true that the initial allotment letter cited the plot as a "Sale Yard" plot. After being allotted the plot, she was admitted in hospital and upon being discharged she found the 1<sup>st</sup> defendant had constructed in her plot.
7. In re-examination, she told the court that the County Government of Samburu issued the allotment letter but erroneously indicated the location as SALE YARD instead of OPPOSITE D.E.B and that this plot was different from the 108 Nkutoto.
8. At that point, the plaintiff closed her case. No other witness was called by the plaintiff.

### **The Defendant's Case**

9. DW1 Kone Gideon Kichachu adopted his witness statement dated 23<sup>rd</sup> December, 2021 and produced the bundle of exhibits listed and filed.
10. In cross-examination, the following emerged: He was allotted plot 108 in 2007. He affirmed that he knew where his plot was located and was agreeable to have a scene visit by the Court done.
11. In re-examination, the 1<sup>st</sup> defendant stated that his plot was 108 Nkutoto area which was allotted to him in 2007 and the documentation done in 2008. He clarified that the plaintiff's plot was not opposite D.E.B. but was the Sale Yard as per her own document.
12. By consent of the parties, the then trial magistrate Hon. J.H.S. Wanyanga PM visited the subject parcels of land. In attendance was Mr. Lekupe the County Surveyor who took the court through the identification of where plot 108 is located as per the map and on the ground.
13. Also in attendance was M.Oses Omondi The County Director Of Physical Planning In Samburu Govt. He produced a written report dated 27<sup>th</sup> May, 2024 as D.Ex.10. In cross-examination, the following came to light: There was only one plot numbered as 108. He was unaware whether it was the plaintiff who was first allotted the plot in 2000 or the defendant allotted the same plot in 2008. He affirmed



that the report P.Ex.7 by Kinyua Merati was done under his instruction and that report confirmed the location of plot 108 as Opposite D.E.B.

14. In re-examination, he affirmed that Nkutoto is opposite D.E.B. Primary School. He added that there was only 1 plot in that area numbered as 108.
15. He clarified that in the old system, the procedure was: Plan, allocate then survey. He clarified that in the new land regime, the procedure was: Plan, Survey then Allocate. He affirmed that plot 108 was nearing the cattle sale yard.
16. At the end of his testimony, the defendant/counterclaimant closed his case. The parties then exchanged written submissions.

### **The Plaintiff's Submissions**

17. Through her advocate Kiriaku & Company Advocates the plaintiff lodged written submissions dated 25<sup>th</sup> September, 2024. She submitted that she was true allottee of the plot but conceded that there was an error in the allotment letter when it spoke of Sale Yard area instead of Opposite DEB. It was her contention that it was illegal for the 2<sup>nd</sup> defendant County Government to issue the same plot to the 1<sup>st</sup> defendant after she had initially been allotted it. She urged the court to consider that the 2<sup>nd</sup> defendant had made a double allocation of the same plot to 2 different persons. No authorities were cited.

### **The 1<sup>st</sup> Defendant's Submissions**

18. By written submissions dated 9<sup>th</sup> September, 2024 through his advocate Kihoro Kimani & Associates the 1<sup>st</sup> defendant contended that he was the only true and original allottee of the subject plot 108 Nkutoto opposite DEB. He argued that there was no evidence to prove damage to her fence. He argued that as per the receipt dated 17/09/2007 he formally applied to be allotted a plot by the 2<sup>nd</sup> defendant and that on 28<sup>th</sup> March, 2008 he was allotted plot 108 Nkutoto which was opposite DEB Primary School area.
19. Further, it was contended that the proof of the legitimacy of his claim is in the certified PDP Map dated 10/04/2008 by the District Physical Planning Department which was approved by the then Town Clerk of Maralal Town Council. He pointed out that at the time of collecting the allotment letter he was given an undertaking letter dated 28/03/2008 and proved that he had paid rates and even used the letter to secure various loan facilities. He relied on the County Director of Lands letter dated 16/07/2019 confirming that he was the lawful owner and on the foregoing material he urged the court to find that he was the true and lawful allottee and owner. No authorities were cited.
20. The 2<sup>nd</sup> and 3<sup>rd</sup> defendants did not appear in the suit and did not file any pleadings.

### **Issue For Determination**

21. The only issue to be decided is who is the legitimate owner of the subject plot which exists on the ground as plot number 108.

### **Determination**

22. The court has had occasion to refresh its mind on the correct procedure to be followed for the allotment of town plots in the old land system by reference to the authority of Ali Mohamed Dagane (Granted Power of Attorney by Abdullahi Muhumed Dagane, suing on behalf of the Estate of Mohamed Haji Dagane) versus Hakar Abshir, Abdullahi Ibrahim Gure, Shaye Abdi Kusow & Sambul Ali Bulugho



[2021] KEELC 3604 (KLR) (E.C. Cheronu j.) where the learned Judge extensively explained the process for allotment of town plots in the pre-2010 Constitutional dispensation:

This court in the case of *Mako Abdi Dolal v Ali Duane & 2 others* [2019] eKLR noted that prior to the promulgation of the 2010 Constitution and the 2012 amendments to the body of Land Laws in Kenya, disposition of government land was governed by the Government Lands Act (Repealed). Section 4 of the Act provided as follows:

“All conveyances, leases and licenses of or for the occupation of Government Lands, and all proceedings, notices and documents under this Act, made, taken, issued or drawn, shall serve as otherwise provided, be deemed to be made, taken, issued or drawn under and subject to the provisions of this Act.”

23. Power to dispose of public land was vested in two entities: The President and the Commissioner of Lands, under Sections 3 and 9 respectively. The process of the disposition of government land followed the following procedure: First, the respective municipal council in which the land to be disposed was situate had the mandate of advising the Commissioner of Lands on which portions of land could be disposed. This step would have required the responsible council to visit the area or to carry out a fact-finding mission to satisfy itself that the land was first of all government land and second that it was indeed available for disposition. See *Harison Mwangi Nyota v Naivasha Municipal Council & 20 others* [2019] eKLR

“...The question that the plaintiff seemed to raise is what role the Municipal Council of Naivasha had in the issuance of allotment letters to the defendants in 1992. According to DW1, an employee of the 1<sup>st</sup> defendant, the local authority (1<sup>st</sup> defendant) has to recommend that the land is available for allocation before an allotment letter can issue. DW13 also told the court that the Council oversees all developments in its jurisdiction and allocates land on advisory basis for the Commissioner. It seems that even if the 1<sup>st</sup> defendant issued the letters dated 1/12/1992, it was mere advisory to the Commissioner of Lands. The allotment of the land had to be ratified by the Commissioner for Lands. It is obvious even from the communication between the Municipal Council and the Office of the Commissioner of Lands that the Council played an important role in identifying what land was available for purposes of alienation.”

24. The second step would be for the part development plan to be drawn up and approved by the Commissioner of Lands. See *Nelson Kazungu Chai & 9 Others vs. Pwani University College* (2014) eKLR

“It is trite law that under the repealed Government Lands Act, a Part Development Plan must be drawn and approved by the Commissioner of Lands or the Minister of Lands before any unalienated Government land could be allocated. After a Part Development Plan (PDP) has been drawn, a letter of allotment based on the approved Part Development Plan is then issued to the allottee.”

25. The third step involved the determination of certain matters by the Commissioner of Lands which matters are listed under Section 11 of the Government Lands Act (Repealed). The matters to be determined include the upset price at which the lease of the plot would be sold, the conditions to be inserted into the lease; the determination of any attaching special covenants and the period into which the term is to be divided and the annual rent payable in respect of each period.



26. The fourth step would be for the gazette of the plots to be sold, at least four weeks prior to the sale of the plots by auction under Section 13 of the Government Lands Act (Repealed). The notice was required to indicate the number of plots situate in an area; the upset price in respect of every plot; the term of the lease and rent payable, building conditions and any attaching special covenants.
27. The fifth step would be for the sale of the plots by public auction to the highest bidder. Section 15 of the Government Lands Act (Repealed).
28. The sixth step would be for the issuance of an allotment letter to the allottee. An allotment letter has been held not to be capable of conferring an interest in land, being nothing more than an offer, awaiting the fulfilment of the conditions stipulated therein by the offeree. See the decisions in: *Gladys Wanjiru Ngacha v Teresa Chepsaat & 4 others* 182/1992 (Nyeri); and in *Dr. Joseph N.K. Arap Ng'ok v Justice Moijo Ole Keiyua & 4 others* C.A.60/1997 where the Court of Appeal held as follows:

“It has been held severally that a letter of allotment per se is nothing but invitation to treat. It does not constitute a contract between the offerer and the offeree and does not confer interest in land at all. It cannot thus be used to defeat a title of a person who is the registered proprietor of the said parcel of land.”

29. In order for an allotment letter to become operative, the allottee was required to comply with the conditions set out therein including the payment of stand premium and ground rent within the prescribed period. See the decision in: *Mbau Saw Mills Ltd v Attorney General for and on behalf of the Commissioner of Lands & 2 others* [2014] eKLR

“I have considered the evidence on record and the submission of the parties and do find that a letter of allotment was issued to Mr. Joseph K. Mugambi on 21/10/1971 with a condition to accept the offer within 30 days. He did not do so and thereafter the offer lapsed 30 days after it was made in accordance with the allotment letter. Having failed to accept the offer as stipulated in the letter of allotment Mr. J.K. Mugambi did not acquire interest in the unsurveyed lorry depot and therefore had no interest to transfer to the plaintiff. This court holds that a letter of allotment does not confer any property rights to a person unless there is acceptance and payment of the stand premium and ground rent. In the letter dated 17/6/1988 which was written about 17 years after the allotment letter was issued, the Commissioner of Lands confirmed that the plot was allocated to Joseph M. Mugambi in 1971 for lorry depot. However, the plot had neither been paid for nor an acceptance of the offer in the allotment letter made. The implication of this letter was that the allottee had not complied with the terms of the allotment letter and therefore the offer had lapsed. The offer having lapsed, the allottee Mr. Joseph M. Mugambi did not have any interest to transfer to the plaintiff and therefore all transactions between the allottee and the plaintiff were a nullity in law.”

30. The allotment letter also must have attached to it a part development plan (PDP). See the decision in *African Line Transport Co. Ltd Vs The Hon .AG, Mombasa HCCC No.276 of 2013* where Njagi J held as follows:

“...Secondly, all the defence witnesses were unanimous that in the normal course of events, planning comes first, then surveying follows. A letter of allotment is invariably accompanied by a PDP with a definite number.”



31. And again, in Nelson Kazungu Chai & 9 Others vs. Pwani University College (2014) eKLR
- “Worth noting as well is that no Part Development Plan was produced to back the Appellants’ claim that due process had been followed as alleged.”
32. The seventh step, which comes after the allottee has complied with the conditions set out in the allotment letter is the cadastral survey, its authentication and approval by the Director of Surveys and the issuance of a beacon certificate. The survey process precipitates the issuance of land reference numbers and finally the issuance of a certificate of lease. Nelson Kazungu Chai & 9 Others vs. Pwani University College (2014) eKLR the court held as follows:
- ‘It is only after the issuance of the letter of allotment, and the compliance of the terms therein, that a cadastral survey can be conducted for the purpose of issuance of a Certificate of Lease. This procedural survey was confirmed by the Surveyor, PW3. The process was also reinstated in the case of African Line Transport Co. Ltd Vs The Hon .AG, Mombasa HCCC No.276 of 2013 where Njagi J held as follows:
- Secondly, all the defence witnesses were unanimous that in the normal course of events, planning comes first, then surveying follows. A letter of allotment is invariably accompanied by a PDP with a definite number. These are then taken to the department of survey, who undertake the surveying. Once the surveying is complete, it is then referred to the Director of Surveys for authentication and approval. Thereafter, a land reference number is issued in respect of the plot.”
- Having evaluated in detail the necessary steps to be followed, it is emergent that a litigant basing their interest in land on the foundation of an allotment letter must provide the following proof: First, the allotment letter from the Commissioner of Lands; Secondly, and attached to the allotment letter, a part development plan; Thirdly, proof that they complied with the conditions set out in the allotment letter, primarily that the stand premium and ground rent were paid, within the specified timeline. It would also help a litigant’s case, although this may not be mandatory based on the stage of the transaction, to have a certified beacon certificate.”
33. From the foregoing, it is clear that the plaintiff Longor Sikale’s reliance on an uncertified and unapproved Part Development Plan (PDP) was unhelpful. On the other hand, the 1<sup>st</sup> defendant/ counterclaimant had a certified and approved PDP for his plot and this affirmed the legitimacy of his claim against Longor Sikale. The court also noted that the receipts for Longor Sikale conflicted on dates: if she was truly allotted in the year 2000 as per the first set of receipts why would she turn around and seek to again rely on another set of fresh allotment receipts for 2017?
34. Upon a further consideration of the entire material placed before it, this Honourable Court finds from the plaintiff’s bundle of documents that the then Maralal Town Council made an offer of allotment of plot at “Sale Yard” area to the plaintiff and the plaintiff accepted the allotment of the plot at the “Sale Yard” area as drafted by the 2<sup>nd</sup> defendant. The original letter did not allot her the plot “Opposite D.E.B.” as is pleaded by the plaintiff. In the result, the court in limine rejects the plaintiff’s assertion that she was allocated a plot that was “Opposite D.E.B.” because her allotment letter said “Sale Yard” area and if the court was to accept her plea to change the written description and name such an approach would fly against the parol rule evidence.
35. The parol evidence rule as a legal principle precludes the admission of extrinsic evidence to contradict the clear written terms of a document. As can be seen from the initial allotment letter to the plaintiff,



the plaintiff was allotted a plot at the “Sale Yard Area.” This cannot be contradicted with her verbal representations that the “Sale Yard Area” was supposed to be read as the plot “Opposite D.E.B.” yet the original allotment was clearly described and written as “Sale Yard Area.”

36. If the plot at the “Sale Yard Area” was non-existent on the ground as is now emerging, the solution would have been to seek a fresh allocation from the 2<sup>nd</sup> defendant for an existing plot but not to seek to twist the clear terms of the original allocation because the Parol Evidence Rule prohibits the alteration of the terms of a clearly written document by means of oral evidence. This rule was considered in the authority of *Universal Education Trust Fund –v- Monica Chopeta* (2012)eKLR the High Court had this to say:

“It is also clear that the defendant cannot seek to present extrinsic evidence when her relationship with the plaintiff is already spelt out in the written agreement. In the book by Treitel entitled ‘Law of Contract’, the learned author discussed parole evidence rule as follows:

The parol evidence rule states that evidence cannot be admitted (or even if admitted cannot be used) to add to, vary or contradict a written contract. In relation to contracts, the rule means that, where a contract has been reduced to writing, neither party can rely on extrinsic terms alleged to have been agreed i.e. on evidence not contained in the document, although the rule is generally stated as applying to parol evidence, it applies just as much as to other forms of extrinsic evidence. Of course, if a contractual document incorporates another document by reference, evidence of the second document is admissible, but the rule prevents a party from relying on evidence that is extrinsic to both documents.”

37. The learned Judge went on to hold:

The defendant is forbidden by that rule from introducing, as she does in her defence and counterclaim, verbal representation to alter written agreement. This was also the holding in *Muthuuri –v- National Industrial Credit Bank Ltd* (2003)KLR 145.”

38. On this legal principle, the Court of Appeal in the authority of *748 Air Services Limited v Theuri Munyi* [2017] KECA 419 (KLR) (J Wakiaga, RN Nambuye, GK Oenga JJ.A.) held as follows:

We are well aware of the parole evidence rule which prohibits the adduction of extrinsic evidence to alter the terms of a written contract between parties. In the case of *Prudential Assurance Company of Kenya Ltd vs Jutley & Another* [2005] eKLR the following passage from *Odgers Construction of Deeds and Statutes* (5<sup>th</sup> Edn) at p.106 was cited stating thus:

“It is a familiar rule of law that no parole evidence is admissible to contradict, vary or alter the terms of the deed or any written instrument. The rule applies as well to deeds as to contracts in writing. Although the rule is expressed to relate to parole evidence, it does in fact apply to all forms of extrinsic evidence”.

39. In *Halsbury’s Laws of England* (4<sup>th</sup> Edn) vol. 9 (1) at para 622, it is further stated as follows in respect of the rule:

“Where the intention of parties has in fact been reduced to writing, under the so called parole evidence rule, it is generally not permissible to adduce extrinsic evidence, whether oral or written, either to show the intention, or to contradict, vary or add to the terms of the document, including implied terms”.



40. Based on these authorities from the High Court and the Court of Appeal it is the finding of this court that the 2<sup>nd</sup> defendant allotted the plaintiff a non-existent plot on the ground but allotted the 1<sup>st</sup> defendant a real existing plot on the ground i.e. plot 108 Nkutoto area which happens to be generally in the opposite direction of D.E.B. Primary School. The allotment by the Town Council was made blindly to Longor as explained by Mr. Moses Omondi the County Director of Physical Planning when he affirmed that the Town Council allotted the plaintiff prior to surveying being done. This negligence by the 2<sup>nd</sup> defendant led to the conflict between the 1<sup>st</sup> defendant and the plaintiff.
41. The original mistake or sin was on the 2<sup>nd</sup> defendant's part because as the custodian of the then Maralal Town Council's plots records it ought to have correctly described and numbered their plots but by their negligent record keeping had caused the plaintiff to go on a wild goose chase. The 2<sup>nd</sup> defendant ought to have taken the reasonable step of allotting the plaintiff a plot that actually exists not only on paper but also on the ground. This was not done correctly and in the result it is their negligence that has caused the plaintiff loss and damage which generated this suit. The loss is in her paying rates for a non-existent plot and thereby suffering mental anguish and pain apart from the lost opportunity. The 2<sup>nd</sup> Defendant ought to have suo moto withdrawn the wrongly issued allotment letter and re-allot the plaintiff with a fresh one whose number in the record matches with a plot existing on the ground.
42. In the court's further view the solution, therefore, would not be dispossess the 1<sup>st</sup> defendant who was correctly allotted a plot that exists both on paper and on the ground but for the 2<sup>nd</sup> defendant government entity to allot the plaintiff another new plot whose details are existing in the records and existing on the ground. The 2<sup>nd</sup> defendant committed no wrong against the plaintiff when it allotted 108 Nkutoto to the 1<sup>st</sup> defendant and there is no evidence of material damage as pleaded by the plaintiff.
43. In the result, the court makes the following final orders:
- a. That the original claim by Longor Sikale to be declared the owner of plot 108 lacks merit and is dismissed because 108 Sale Yard is non-existent.
  - b. That the Court issues an order of mandatory injunction directed at the 2<sup>nd</sup> and 3<sup>rd</sup> defendants, its agents, employees and/or any other person under their instructions to recall, cancel, revoke and/or amend the erroneous ownership documents issued to the plaintiff Longor Sikale and its place issue her with a fresh allotment letter for a different actual existing plot since the originally issued plot at 108 Sale Yard was non-existent on the ground.
  - c. The Court hereby makes the declaration that Plot no. 108 Shabaa Residential (Nkutoto area) belongs to the plaintiff in the Counterclaim Gideon Kone Kichachu as a genuine allottee and possessor.
  - d. The court hereby issues an order of permanent injunction restraining the Plaintiff Longor Sikale herein either by herself, her servants, employees, agents and/or any other person working under her instructions from entering, trespassing, depositing or storing or placing construction materials, or dealing with and/or any way interfering with the 1<sup>st</sup> defendant quiet enjoyment, possession and/or ownership of the suit property being 108 Nkutoto Opposite D.E.B. Primary School.
  - e. Costs of this suit allowed to the counterclaimant against the defendants in the counterclaim.
  - f. Interest at 14% from the date of filing the suit till payment in full.

Right of appeal is 30 days.

**DATED, READ AND SIGNED AT MARALAL THIS 9<sup>TH</sup> DAY OF OCTOBER, 2024**



**HON.T.A. SITATI**

**SENIOR PRINCIPAL MAGISTRATE**

**MARALAL LAW COURTS**

PRESENT

Kiriaku Cyrus Advocate For The Plaintiff

Kihoro Kimani Advocate For The 1<sup>st</sup> Defendant

No Appearances For 2<sup>nd</sup> and 3<sup>rd</sup> Defendants

The Plaintiff Herself

Maria & Lendorop Court Assts. & Intepreters

**HON.T.A. SITATI**

**SENIOR PRINCIPAL MAGISTRATE**

